



Staad B.V. - 2025

General delivery terms and conditions

1. Definitions; applicability

1.1 In these General Terms and Conditions the following terms have the following meaning:

Staad: Staad Groep B.V. and all undertakings and companies affiliated with it;

Other Party: Staad's contracting party;

Parties: the parties to the agreement to be entered into;

Intellectual Property Rights: all intellectual property rights, including but not limited to copyrights, patents, marks, models, database rights, know-how, trade secrets and other similar rights, regardless of whether they are registered or not.

Delivery Conditions: these General Delivery Terms and Conditions.

1.2 These Delivery Conditions apply to all offers and agreements – as well as to the phase preceding offers and agreements – that Staad makes to or enters into with the Other Party. They also apply to any supplementary, additional or follow-up agreements. In addition, they apply to all forms of providing goods or services by (an employee of) Staad to (an employee of) the Other Party which are (in any way) connected with the agreements referred to in the first sentence above (such as but not limited to providing technical advice free of charge).

1.3 These Delivery Conditions apply exclusively in such sense that specific provisions and general terms and conditions of the Other Party are expressly excluded, unless Staad has expressly accepted them in writing. A deviating provision (condition) only applies in the event the deviation has been agreed in writing.

1.4 If in the event of a purchase/sale or exchange of a used machine and/or truck a "Guarantee statement concerning used machines or trucks" is issued, the conditions of that guarantee statement also apply.

1.5 In the event of conflict between the various conditions the following ranking applies: 1. the agreement; 2. the conditions from the 'Guarantee statement concerning used machines or trucks'; 3. these Delivery Conditions.

1.6 These Delivery Conditions apply to any changes to the agreement in full. Staad is entitled to alter these Delivery Conditions.

2. Offers

2.1 Unless expressly otherwise indicated, all offers made by Staad, in whatever form, are without commitment in such sense that even after the Other Party accepts an offer made by Staad, Staad is entitled to revoke the offer within five working days after acceptance. Verbal commitments or agreements by or with its personnel only bind Staad if Staad has confirmed them in writing.

2.2 Unless expressly otherwise indicated, statements and specifications relating to dimensions, weights, capacities, performance or results in illustrations, drawings, catalogues, price lists, advertising material and the like are only approximate indications that do not bind Staad. The Other Party cannot derive any rights from such approximate indications. Inaccuracies in the offer must be reported to Staad in writing within two days.

2.3 All Staad's offers are based on the information provided with the Other Party's request. The Other Party is itself responsible for a proper and complete request. Staad is not liable for (the consequences of) any erroneous or incomplete information in that request.

2.4 Unless otherwise agreed offers remain valid for a maximum of two weeks after the date of the offer.

3. Leasing

3.1 If Staad leases goods to the Other Party, the parties will declare Staad's General Leasing Terms and Conditions to apply to the lease agreement and said conditions will apply in addition to these Delivery Conditions.

4. Delivery; obligation to take receipt; time and place of delivery; transfer of risk and title

4.1 Staad is entitled to make part deliveries.

4.2 The period for delivery or performance starts when the agreement is entered into or, if payment of a sum of money to Staad prior to or at the start of performance of the agreement has been agreed, at the time that full payment of this sum of money has been received.

4.3 If Staad depends in part on the Other Party's cooperation in order to perform the agreement and the Other Party fails to provide such cooperation for whatever reason, the period for performance will be extended by as much time as Staad reasonably needs to remedy the delay caused by the Other Party's failure. The same applies if delays in the performance arise as a result of requests of or by the Other Party or a government agency for an adjustment, change or addition to what has been agreed. In addition, the extra costs arising for Staad in connection with a delay as referred to above are at the Other Party's expense. Staad will only be in default for failing to meet a deadline if after the expiry of the agreed period the Other Party sets a reasonable period for performance in writing – (which period may not, however, be less than fourteen calendar days counted as of the day of receipt of the notice) – and Staad again fails to perform its delivery obligation within that additional period for reasons attributable to Staad.

4.4 Unless explicitly otherwise agreed, delivery will be effected at Staad's establishment 'ex works'. The Other Party guarantees that the person who signs the delivery note on behalf of the Other Party is authorised to do so.

4.5 The risk in goods to be delivered by Staad permanently passes to the Other Party at the agreed time of delivery. The Other Party bears the risks connected with the storage, loading, unloading and transporting of the goods. If at the time agreed between Staad and the Other Party, the Other Party does not take receipt of the goods for reasons that cannot be attributed to Staad, the risk permanently passes to the Other Party at that time. All costs connected with storage, loading, unloading and transport that Staad incurs as of the delivery time referred to in the preceding sentence with regard to the goods, are fully at the Other Party's expense.

4.6 Title to the items and goods delivered by Staad remains with Staad until Staad has received full payment from the Other Party for everything the Other Party owes Staad under whatever heading (retention of title). The Other Party may only use items and goods which are subject to a retention of title in the normal course of its business. However, he may not alienate or lease those goods or give them as security or encumber them with other limited real rights. If the Other Party fails to perform a payment obligation, Staad is entitled to take possession of the goods which are still subject to a retention of title, without the Other Party's cooperation. Staad is not bound to compensate the Other Party for damage that it suffers in connection with retrieval of the goods. The costs of retrieval and realising of the goods are fully at the Other Party's expense. The amount that Staad can still claim from the Other Party will be reduced by the market value that the retrieved goods have for Staad. However, Staad never has to adhere to a value that is higher than the price agreed with the Other Party for those goods.

5. Manual

5.1 With regard to machines and installations to be delivered, Staad will provide the Other Party with information on the machines and installations in Dutch and/or English in the form of a manual or instruction book.

6. Drawings, software and the like

6.1 All drawings, illustrations, catalogues, software and other information, insofar as they are not a manual or instruction book as referred to in article 5 that Staad makes available to the Other Party, will continue to belong to Staad and must be returned to Staad upon first request. The aforementioned information may not be copied or provided to third parties for inspection without Staad's prior written consent.

7. Price; adjustment of price

7.1 All amounts mentioned in the offers, agreements, order confirmations and brochures of Staad are in euros, exclusive of turnover tax (VAT) and government charges, and in the event Staad takes care of the transport of goods, are in any event also exclusive of the costs connected with packaging, transport and insurance. Staad can fully charge the items referred to in the preceding sentence to the Other Party separately.

7.2 If Staad and the Other Party agree a price in a currency other than the euro and the value of the other currency decreases in value compared to the euro after the time of the last quote or offer of Staad, Staad is entitled to adjust the price insofar as necessary to compensate the value decrease that occurred until the time of full compensation.

7.3 Amounts stated in Staad's quotes, offers, order confirmations, brochures, etc. are based on the last known cost components. Staad is entitled to pass on to the Other Party changes in taxes, charges, wages, social security charges, exchange rates, inflation, material, commodity and energy prices or other circumstances that entail an increase in the costs for Staad.

7.4 The prices are subject to change in case of typing errors. No liability is accepted for the consequences of typing errors.

8. Payment and performance by the Other Party

8.1 Insofar as not expressly otherwise agreed, the agreed price must be paid in full without any discount and set-off within 14 days after the invoice date stated on the invoice in question by deposit on the bank account specified by Staad in this respect. Staad is also entitled to send invoices for part deliveries.

8.2 Unless Staad has agreed to a postponement of payment in writing in advance, the Other Party is not entitled to suspend the payment based on, among other reasons but not limited to, the Other Party's opinion that the goods delivered or services provided by Staad are not good quality.

8.3 If the Other Party does not perform its obligations or does not perform them in a timely manner, without prejudice to its other rights under the law or agreement and without the need for any notice of default, Staad is entitled to:

- a. suspend the performance of the agreement in respect of which the Other Party is in default, as well as the performance of any other agreements with the Other Party;
- b. compensation of all direct and indirect damage that Staad suffers as a result of non-performance by the Other Performance. Insofar as non-performance consists of lack of payment or late payment, the aforementioned compensation will in any event consist of the (cumulative) statutory commercial interest (as referred to in Article 6:119b of the Dutch Civil Code). The interest is owed as of the time when the Other Party defaults on payment until the time when the Other Party has paid Staad what it owes Staad in full;
- c. compensation of all judicial and extrajudicial costs, which latter costs are deemed to at least comprise 15% of what the Other Party has not paid in a timely manner.

8.4 If Staad has reason to doubt the performance by the Other Party of its obligations - whereby the following circumstances on the part of the Other Party in any event are sufficient reason to cause doubt: such notice by the Other Party or a notice by the Other Party which can cause doubt, repeated

8. Payment and performance by the Other Party

failure to pay, attachment at the Other Party's expense, moratorium on payment, bankruptcy, starting a WHOA procedure to obtain a court-approved restructuring plan and/or applying for a debt rescheduling arrangement (WSNP) on the part of the Other Party, shutting the business down, sale of a substantial part of the shares in the Other Party, liquidation of the Other Party, sale of a substantial part of the Other Party's assets, a change in control of the Other Party, or whole or partial cessation of the Other Party's business, everything that the Other Party owes Staad will be immediately due and payable in full and Staad is entitled to suspend the performance of its obligations until performance by the Other Party, including full payment of costs, is completed or if - to Staad's satisfaction - sufficient security has been provided for the payment. If full payment is not made or satisfactory security is not given within fourteen (14) calendar days after the request to this effect, Staad is entitled to rescind (ontbinden) the relevant agreement without any obligation to pay compensation to the Other Party and without prejudice to its right to compensation of damage that has been suffered and/or may be suffered.

9. Assembly, installation and/or commissioning

9.1 If Staad delivers goods, Staad will only take care of the assembly, installation and/or commissioning if and insofar as this has been expressly agreed.

9.2 The Other Party is at all times itself responsible for obtaining the necessary permits, public law consents and compliance with its public law obligations.

9.3 The Other Party will make the relevant and necessary information and documentation, including company-specific rules and safety rules available to Staad in a timely manner.

9.4 If and insofar as Staad takes care of the assembly, installation and commissioning, the following applies:

- a. The Other Party will provide all cooperation that is necessary to enable Staad to perform the assembly, installation and/or commissioning in a timely and proper manner. The Other Party will in any event see to, in a timely manner: the necessary documentation as referred to in article 9.4; good and safe access to the work place and work environment itself without interruption, if necessary outside of the Other Party's normal working hours and prior to and after the end of Staad's work; the presence of permits as referred to in article 9.3, insofar as required for the carrying out of the work; an unloading place and sufficient storage space, that is covered and lockable insofar as necessary; the necessary energy, water, fuel and lubricants and, unless otherwise agreed, the necessary ladders, scaffolds, canteen facilities, heating and other auxiliary material designated by Staad.
- b. The Other Party will see to it that all work in relation to which Staad is to perform the assembly, installation and/or commissioning and for which it has not been agreed that said work will be carried out by Staad, is carried out in a timely and proper manner. The Other Party will regularly consult with Staad and provide Staad with all information necessary for a proper coordination of the various activities.
- c. The Other Party will provide all cooperation to realise and maintain safety in the work place, taking account of, among other things, the relevant laws and business regulations. In particular, it will take care of facilities relating to fire.
- d. The Other Party will see to it that at the time Staad carries out work at the Other Party in relation to assembly, installation and/or commissioning, and in relation to other (service) activities that arise, that at all times an authorised representative of the Other Party will be present at the activities. The lack of an authorised representative of the Other Party is at the Other Party's own expense and risk. All damage arising therefrom (including consequential loss) and costs, are at the Other Party's expense. If there is no authorised representative of the Other Party present at the aforementioned work, Staad's employee will leave without carrying out any work.

9. Assembly, installation and/or commissioning

The costs connected with a new appointment are in such case fully at the Other Party's expense.

e. The Other Party will see to it that a proper inspection is carried out that is recorded in writing at the time of delivery, which inspection record will be presented to Staad for approval. Upon completion of the work the parties will, on the Other Party's initiative, draw up a proper completion report. If no such completion report is drawn up, the Other Party will be deemed to have agreed to the completed activities.

10. Quality; rectification of defects; servicing

10.1 Staad will deliver goods and carry out work that meet the quality requirements that are expressly agreed and comply with the legal regulations that are in force in the Netherlands at the time of Staad's last offer. If Staad becomes aware of new relevant legal regulations in the Netherlands after its last offer but before delivery, Staad will notify the Other Party thereof. Any adjustment in the performance to be effected by Staad will then take place in consultation. Insofar as necessary the delivery period will be adjusted and the additional costs arising for Staad from the adjustment are at the Other Party's expense.

10.2 Insofar as a permit for the possession and/or use of goods is required, the Other Party will itself see to the acquisition thereof.

10.3 After delivery of goods or after Staad's notice to the Other Party that it has completed the agreed work, the Other Party must inspect the goods and/or work as soon as possible but in any event within three (3) working days after the delivery or Staad's notice carefully as to completeness and quality. The Other Party cannot present a claim against Staad in relation to shortages and/or defects (which in any event means non-compliance with what was agreed), that the Other Party could have discovered in a careful inspection in the period referred to in the preceding sentence or that the Other Party discovered but did not then report to Staad in writing within two (2) working days after the delivery or Staad's notice. This also applies in the event of part deliveries.

10.4 At Staad's election, Staad will insofar as possible rectify and/or replace shortages or defects that become evident at the inspection referred to in 10.3 and that have been reported to Staad in writing in a timely manner, as well as shortages or defects that could not have been discovered at the inspection referred to in 10.3 but that come to light within two months after the delivery of the goods in question or the completion of the work in question or after a recall action by Staad and are reported to Staad in writing within two (2) working days after the discovery. Insofar as the contrary is not provided hereinafter in 10.5, rectification and/or replacement will be at Staad's expense.

10.5 The following provisions also apply with regard to rectification and/or replacement:

- a. Staad will endeavour as soon as possible in the given circumstances to rectify and/or replace the relevant goods or services. The Other Party will provide all required cooperation.
- b. Rectification and/or replacement will be effected as much as possible at a place designated for this purpose by Staad. The transport of the goods to and from that place is at the Other Party's expense and risk.
- c. In the event of rectification and/or replacement outside of the Netherlands the travel and accommodation costs of (employees of) Staad are at the expense of the Other Party.
- d. Goods or parts that are replaced will automatically become Staad's property. If the Other Party's cooperation is necessary for this transfer of title, the Other Party will provide this cooperation on Staad's first request.
- e. If shortages and/or defects occur with regard to goods that Staad has obtained from third parties or with regard to work that Staad has instructed third parties to carry out, then - without prejudice to the provisions in 10.3 - the rectification and/or replacement thereof will only take place free of charge, insofar as the third party bears the costs thereof.
- f. The Other Party has no right with regard to Staad to rectification and/or

10. Kwaliteit; herstel van gebreken; servicebeurten

replacement of shortages and defects for which it is likely that they are the result of normal wear and tear; of inexpert or careless use; of use that is not in accordance with its intended use; of maintenance that was not carried out or was not carried out correctly; of installation, assembly, change or repair by the Other Party or a third party; or of the failure to (correctly) follow certain directions or instructions of Staad. In addition, the Other Party is not entitled to the rectification and/or replacement of defects if these are defects relating to parts or components of goods delivered by Staad that were not made, processed and/or modified by Staad and/or if the Other Party ever leased the goods to or made them available to third parties, without having kept strict supervision thereof.

g. The right of the Other Party with regard to Staad to rectification and/or replacement of shortages and/or defects will lapse if the Other Party carries out rectification work or rectification attempts itself without Staad's prior consent or has a third party carry them out.

h. The occurrence of shortages and/or defects does not form a ground for suspension of the Other Party's payment obligation with regard to Staad. If the Other Party still fails to perform its payment obligation after a written reminder, this will result in the lapsing of its right to rectification and/or replacement of shortages and defects.

10.6 If the Other Party lodges a complaint with regard to a shortage or defect that cannot be rectified and/or replaced, or can only be rectified and/or replaced at costs that are disproportionately high for Staad, Staad is not obliged to effect rectification and/or replacement of the defect or shortage. In that case the price for the delivered goods will be reduced, which reduction will be determined as much as possible on the basis of consultation between Staad and the Other Party and taking account of the unit prices that applied when the agreement in question was entered into, or the agreement in question can be rescind (ontbonden) by either party in writing whereby the Other Party is only entitled to rescind (ontbinden) the agreement in question if the shortage and/or defect that cannot be rectified and/or replaced at reasonable expense is so onerous for the Other Party that even with a reduction in price it would not be reasonable to demand that the Other Party continue performance of the agreement in question.

10.7 The arising of shortages or defects in respect of which Staad has an obligation to rectify and/or replace - outside of the case referred to in 10.6 - can only form a ground for rescission (ontbinding) by the Other Party of the agreement in question, if Staad fails after a written reminder to rectify and/or replace the shortage or defect within what is a reasonable period of time taking account of all circumstances.

10.8 In any case in which the Other Party rescind (ontbindt) the agreement, it is obliged to compensate Staad for all damage (including consequential loss) as a result of the rescission (ontbinding), where the damage will be fixed at a minimum of 15% of the total purchase price. If the Other Party fails to pay this damage to Staad within a reasonable period of time, Staad is entitled to demand performance of the agreement and the Other Party's right to claim rescission (ontbinding) will lapse.

10.9 Rectification of defects and liability for costs is excluded for delivered goods that were not new at the time of delivery by Staad, for the inspecting and repairing of goods of the Other Party and for goods and/or parts for which a factory guarantee has been provided.

10.10 Only purchased goods that are in the original, unopened packaging can be returned within 14 days after purchase. Purchased electrical parts cannot be returned. Returns will be effected at the Other Party's expense and risk.

10.11 Any claim of the Other Party relating to performance, nullification (vernietiging) or rescission (ontbinding) of the agreement will lapse, if the Other Party has not brought legal action against Staad in a lawful manner within six (6) months after the Other Party has reported a shortage or defect in a timely manner in accordance with the provisions in 10.3 and 10.4. Any legal claim will in any event lapse after a period of one (1) year after the right has arisen.

10.12 The Other Party guarantees that the person who instructs the carrying out of (service) work on behalf of the Other Party is authorised to do so.

11. Intellectual Property Rights

11.1. All information encompassed in the quotes, offers, products, designs, models, illustrations, photos, website, logos and the related Intellectual Property Rights lie exclusively with Staad or its licensors. Staad is also the rightsholder of the Intellectual Property Rights that arise during the performance of the agreement.

11.2. The Other Party is not permitted to publish the documents and materials obtained from Staad referred to in article 11.1. in whole or in part, to reproduce said documents and materials, hand them over to third parties, make them available for inspection, or add, remove or otherwise alter any marking regarding Intellectual Property Rights thereon without Staad's prior written consent.

11.3. If the Other Party infringes Staad's Intellectual Property Rights, Staad is entitled to a penalty that is immediately due and payable of €2,500,000 (in words: two and a half million euros), without prejudice to Staad's right to compensation of the loss actually suffered.

11.4. Insofar as an Intellectual Property Right can be acquired through deposit or registration, only Staad is entitled to do so. Where necessary the Other Party will cooperate with the vesting of the Intellectual Property Rights that have arisen in Staad's name.

11.5. Staad may take technical (precautionary) measures to protect and safeguard the Intellectual Property Rights to which the products and/or materials provided by Staad are subject.

11.6. Staad does not guarantee in any way that the products, services and/or materials delivered by it do not infringe any Intellectual Property Rights of third parties.

11.7. Staad is not liable for any infringement of Intellectual Property Rights of third parties by products, services and/or materials provided by it and cannot be held responsible for such infringements.

12. Force majeure

12.1 Force majeure for Staad means circumstances of a factual, legal or other nature, that - foreseeable or otherwise - hinder the timely performance of the agreement without fault on the part of Staad or, in Staad's opinion, make performance particularly onerous. Such circumstances include, among others: strikes; sit-down strikes; interruptions in production as a result of machine breakdown, disruptions in the supply of energy and water or fires and the like; import, export and production prohibitions and other government measures; transport obstructions; pandemics; war; (geo)political unrest in countries of suppliers; and failure of suppliers and agents.

12.2 If a circumstance of force majeure arises on the part of Staad, it will notify the Other Party thereof with due speed. Unless it is beyond doubt that the force majeure situation will last thirty full working days or longer, Staad has the right to suspend the obligations that have not yet been performed and whose performance is hindered due to force majeure or, in Staad's opinion, have become particularly onerous for Staad, without any right to compensation arising. As soon as it is beyond any doubt that the force majeure will last longer than thirty full working days, or as soon as the force majeure situation has lasted longer than thirty full working days, each of the parties is entitled to terminate the agreement by means of a written notice directed to the other party, without any right to compensation arising.

13. Liability

13.1 The Other Party is liable for all loss or damage, including consequential loss, lost profit, lost savings, loss of data and damage due to business shut-down and turnover, of whatever nature and regardless of the way in which such has arisen or been caused, that occurs on the part of Staad and/or third parties, including persons and legal entities who work with or for Staad, in connection with the agreement or with the acts or omissions (including the non-following of instructions, directions, protocols, manuals or rules and failure to act with due care) of the Other Party, its personnel, its sub-contractors, third parties and/or suppliers engaged by it.

13.2 The Other Party indemnifies Staad against claims of third parties, including employees of Staad, who suffer the above-mentioned loss or damage. The Other Party is bound to compensate all damage suffered by Staad in this respect, including but not limited to the full costs of presenting a defence.

13.3 Damage to and/or loss of property of the Other Party and of its personnel, sub-contractors, third parties and/or suppliers engaged by the Other Party, as well as loss or damage caused by personal injury, is at the Other Party's expense and risk.

13.4 The Other Party is also liable for all loss and/or damage arising from the presence and/or the use in the performance of the agreement of tools and materials used or delivered by the Other Party or from the infringement of rights of third parties and Intellectual Property Rights.

13.5 To cover the risks the Other Party must take out adequate insurance against damage of whatever nature. The Other Party guarantees to Staad to have taken out adequate insurance against the possible risks arising in connection with or as a result of (the performance of) the agreement. Any limitations in the insurance policy, exclusion clauses and/or coverage limitations are at the Other Party's expense and risk.

13.6 Staad is not liable for loss or damage, including consequential damage, lost profit, lost savings, loss of data and damage due to business shut-down and turnover, of whatever nature and regardless of the way in which these arise or are caused (and regardless of whether they are attributable to Staad or not), that occur on the part of the Other Party, its personnel and/or third parties that are involved.

13.7 If Staad is liable under whatever heading, the total liability is always limited to the amount that is paid out in the relevant case by the (liability) insurer under Staad's applicable liability insurance, including Staad's excess in the case in question in connection with said liability insurance.

13.8 In the event of leasing, Staad's liability can never be more than 15% of the total of the lease amounts excluding VAT already received by Staad. Staad rejects any form of project liability in advance.

13.9 In the event that - for whatever reason - there is no payment on the basis of the liability insurance referred to in article 13.7, Staad's total liability for direct damage is limited to a maximum of 15% of the invoice value of the order, up to a maximum of €25,000. The above limitation of liability will not be invoked if damage is a result of intent or gross negligence of Staad.

13.10 The possibility to bring any legal claim or to take legal action regarding any dispute by the Other Party relating to or in connection with the agreement between the parties will lapse or be time-barred one year after the cause thereof has arisen.

13.11 The Other Party indemnifies Staad against all claims of third parties for product liability as a result of a shortcoming or defect in a product that the Other Party has delivered to and/or made available to Staad. The Other Party is bound to compensate all damage suffered by Staad in this respect, including but not limited to the full costs of presenting a defence.

13.12 If the Other Party holds Staad liable for compensation of damage on the basis of a claim taken over from a third party, where Staad is involved in any way, directly or indirectly, in the cause thereof, Staad can also invoke the above provisions against the Other Party.

13.13 If the Other Party sells or resells goods that it has purchased from Staad to a third party, every form of liability of Staad with regard to the Other Party will end and the Other Party will indemnify Staad against all claims of the purchasing party and of successor purchasing parties that are connected with the aforementioned goods.

13.14 Every claim and/or invoking of any guarantee with regard to Staad will immediately lapse if the Other Party implements any change and/or modification to the delivery or the goods, expressly including any modification of the IP rights, modifications of (essential) parts of the machine, changes or additions to of the

13. Liability

software and/or the use thereof, and changes in the prescribed use.

13.15 The above provisions apply in part on behalf of the persons who are in any way involved in the performance of any existing obligations of Staad with regard to the Other Party.

14. Protection of personal data

14.1 When gathering and (further) processing personal data in the framework of the agreement of or on behalf of Staad, the Other Party guarantees to Staad that it will perform the obligations arising out of the General Data Protection Regulation (GDPR), the GDPR Implementation Act and, as of the time it enters into force, the ePrivacy Regulation and related laws and regulations.

14.2 The Other Party guarantees that the activities to perform the agreement and the associated goods and services (including later changes), the processing of personal data, and the storage by the Other Party or its sub-processors of entered and processed personal data satisfy all legal requirements, as well as the principles that the legislator deems important, including data protection by design, data protection by standard settings and data minimisation.

14.3 The Other Party guarantees that it has provided Staad with all information and has not withheld any relevant facts with regard to the degree in which it complies with these laws and regulations. If it turns out that the performance of the agreement must be modified because of current or altered legislation relating to the protection of personal data, the Other Party will take care of this at its own expense.

14.4 The Other Party is not entitled at any time to use the personal data made available to it, in whole or in part, in any way other than for the performance of the agreement.

14.5 The Other Party guarantees that, in accordance with the processing agreement referred to hereinafter, it will always maintain a suitable technical and organisational level of security to protect the personal data processed on behalf of Staad.

14.6 If the Other Party must be deemed a processor as defined in the GDPR, on Staad's first request the Other Party will, in supplementation of the provisions in this article, enter into and sign a written processing agreement with Staad.

14.7 To perform the information obligations that arise out of the GDPR, the Other Party will, if necessary per agreement or instruction, draw up a privacy statement that the Other Party will present to every user or client of Staad prior to taking into use of goods and/or services. The Other Party will send a draft to Staad, in which the Other Party will incorporate any changes made by Staad. The Other Party will perform all commitments made in this privacy statement to users or clients of Staad and guarantee the rights of the data subjects (including inspection, correction and erasure).

14.8 The Other Party indemnifies Staad against all claims of third parties (including in any event users and government agencies), and against damage, financial government sanctions and costs (including legal expenses) connected with these claims, arising out of a breach by the Other Party of all guarantees included in this article and/or of a breach of any obligation to which the Other Party is subject under the above-mentioned processing agreement.

14.9 After the end of the agreement, the Other Party will destroy all personal data received from Staad or in the framework of the performance of the agreement and provide Staad with proof of this destruction upon first request.

15. Miscellaneous; applicable law; competent court

15.1 The Dutch text of the Delivery Conditions prevails over the text of any translations thereof.

15.2 The nullity or unenforceability of any provision of these Delivery Conditions or of the agreement are without prejudice to the validity of the other provisions. Staad and the Other Party are bound to replace provisions that are void or that have been voided with provisions that are valid that have the same effect as much as possible as the void or voided provisions.

15.3 The legal relationship(s) between Staad and the Other Party is (are) governed by Dutch law.

15.4 Insofar as mandatory legal provisions do not entail otherwise and the parties do not agree arbitration, the court of the district where Staad has its head office has exclusive jurisdiction to adjudicate disputes that arise between Staad and the Other Party regarding or connected with a legal relationship between them and that cannot be resolved out of court. However, Staad remains entitled to bring legal action against the Other Party – at Staad's election – before the court in the district where the Other Party has an establishment.

15.5 If the parties agree arbitration, that arbitration will, unless otherwise agreed in such case, be governed by the applicable arbitration rules of the Council of Arbitration for the Metal Industry and Metal Trade (Raad van Arbitrage voor de Metaalnijverheid en –Handel) in The Hague.

More information?



staad.

📍 Doornhoek 3945
5465 TC Veghel
Netherlands

☎ +31 413 725 111
✉ info@staad.com
🌐 www.staad-group.com

