



**Staad B.V. - 2025**

# **General Purchasing Terms and Conditions**



## 1. Definitions

1.1. In these Terms and Conditions the terms listed below shall have the following meaning:

- (a) Staad: Staad BV in Veghel, producer of electric excavators.
- (b) Supplier: the party with which Staad BV enters into an agreement for the supply of goods and/or services.
- (c) Goods: all materials, products, equipment and other items that the Supplier supplies to Staad BV.
- (d) 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.
- (e) Services: all work, services and other performance that the Supplier provides to Staad BV.
- (f) Terms and Conditions: these General Purchasing Terms and Conditions.
- (g) Parties: the parties to the agreement to be entered into.

## 2. Applicability

2.1. These Terms and Conditions apply to all verbal and written requests for offer of Staad, all offers to Staad, all instructions and orders by Staad and all agreements with Staad, for the supply of Goods and/or Services to Staad, unless otherwise agreed in writing. They also apply to any supplementary, additional or follow-up agreements. In addition, they apply to all forms of supply of Goods or Services by (an employee of) the Supplier to (an employee of) Staad which are (in any way) connected with the agreements referred to in the first sentence above.

2.2. These Terms and Conditions apply exclusively in such sense that specific provisions and general terms and conditions of the Supplier are explicitly excluded, unless Staad has explicitly accepted them in writing. Deviating conditions or provisions are only applicable if and insofar as these have been explicitly separately agreed in writing between the Parties for each individual agreement between the Parties.

2.3. The Supplier with whom an agreement has been entered into to which these Terms and Conditions apply, agrees to the application of the Terms and Conditions to all additional agreements, unless otherwise agreed in writing.

2.4. These Terms and Conditions apply to any changes to the agreement in full. Staad is entitled to alter these Terms and Conditions.

## 3. Quotes and offers

3.1. All quotes and offers of the Supplier shall be without commitment, unless explicitly otherwise agreed in writing.

3.2. Any costs connected with drawing up a quote or offer are at the Supplier's expense, unless otherwise agreed in writing.

3.3. Staad at all times reserves the right to revoke or refuse quotes and offers of Suppliers without stating any reasons.

## 4. Entering into of the agreement

4.1. An agreement will have been entered into between the Parties by the written confirmation by an authorised representative of Staad of a quote or offer made by the Supplier. This agreement obliges both Parties to perform the obligations laid down in the quote or offer and these Terms and Conditions.

4.2. Insofar as the Supplier has not made a quote or offer to Staad, Staad can place an order with the Supplier on the following conditions. Orders placed by Staad are only binding if the order has been placed in writing by an authorised representative of Staad.

4.3. The Supplier shall report any deviations from the order that was placed in writing and such deviations shall only be valid after Staad has approved them in writing.

4.4. There shall be an agreement between the Parties when the order has become binding. This agreement obliges both Parties to perform the obligations laid down in the order and these Terms and Conditions.

4.5. All appendices/data/documents which are necessary for the performance of the agreement shall be deemed to have been provided to the Supplier in a timely manner, except (and insofar as) the Supplier has notified Staad with due speed that these items are missing. In the latter case Staad shall provide said items to the Supplier after the above-mentioned notification. In case of lack of a timely notification, the Supplier shall not be able to claim lack of knowledge of the above-mentioned appendices/data/documents.

4.6. Staad is not bound by verbal commitments of or arrangements with its personnel or representatives until Staad's authorised representative has confirmed such in writing.

4.7. Unless otherwise agreed in writing, Staad can terminate the agreement in whole or in part or suspend performance prior to the performance of the agreement by notifying the Supplier thereof. Costs made by the Supplier are only at Staad's expense (i) insofar as such costs were made by the Supplier for the proper performance of the agreement prior to the termination; and (ii) on the understanding that all specific costs have been agreed by Staad and the Supplier in writing before the costs have arisen; and (iii) on the understanding that all specific costs must be substantiated with documents which evidence said costs. If the Supplier has made costs that are eligible for reimbursement, it shall notify Staad thereof in writing within five working days after the termination date. In case of lack of a timely written notification, every claim on Staad shall lapse. Except for the reimbursement of costs to which reference is made in this article, Staad is not liable for any damage or loss, including consequential loss or loss suffered, on the basis of or in connection with the termination of the agreement.

## 5. Performance; working method; delivery and deadlines

5.1. The Supplier is obliged to observe the requirements of good and diligent work in the performance of the agreement.

5.2. When performing the agreement, the Supplier shall follow the orders and instructions given by or on behalf of Staad, unless otherwise agreed in writing.

5.3. The Supplier shall effect (or instruct the effecting of) the performance of the Services and/or completion or delivery of the Goods in accordance with the agreed planning and location of Staad as laid down in the quote, offer, order and/or agreement and in such manner that the work of Staad and/or third parties shall not be disrupted. As soon as the Supplier's planning threatens to not meet the deadline, it shall immediately inform Staad thereof, stating the facts that have caused the situation, without prejudice to its obligations to effect performance and reimburse the costs arising in consequence thereof.

5.4. Staad has the right to change the planning without the Supplier being able to claim any set-off of costs and/or time. In case of a demonstrable

## 5. Uitvoering; werkwijze; levering en termijnen

considerable increase in costs for the Supplier due to a change on the part of Staad, exclusively at Staad's discretion, Staad will bear a reasonable and fair part of the costs.

5.5. Staad reserves the right to refuse or return deliveries if these do not comply with the agreed specifications, quality requirements or deadlines, without being bound to reimburse any loss and/or costs arising in that respect.

5.6. The Supplier bears the risks connected with the transport, the storage and the loading and unloading of its Goods, that are to be loaded and unloaded on Staad's instruction. Damage occurring at or due to loading, transport, storage or unloading is at the Supplier's expense until acceptance by Staad. The Supplier shall itself provide the necessary materials and equipment. The available facilities may only be used with Staad's consent and at the Supplier's own risk.

5.7. The Supplier guarantees that it will perform the agreement without delay. All deadlines stated by the Supplier are deemed strict deadlines. Late performance of the agreement shall result in immediate breach on the part of the Supplier without the need for notice of breach.

5.8. If the Supplier is not able to perform its contractual obligations under the agreement (in a timely manner), it shall immediately notify Staad thereof in writing.

5.9. The Supplier is liable to Staad and is obliged to pay Staad damages and reimburse other costs, including consequential loss and legal expenses, if the Supplier does not perform its obligations under the agreement or does not perform its obligations in time, without prejudice to Staad's other rights.

5.10. The Supplier is not permitted to suspend its obligations if there is a dispute between the Parties.

5.11. The Supplier hereby waives any reservation of title as referred to in Article 3:92 of the Dutch Civil Code. All goods delivered by the Supplier shall become Staad's unconditional property at the time of delivery.

## 6. Price; payment and performance

6.1. All prices applied by the Supplier are deemed to be the total costs including all charges and taxes, fees and associated costs, such as – but not exclusively – including packing costs, licensing costs, transport costs and delivery costs, unless otherwise stated in writing.

6.2. The prices for Goods and Services shall be clearly stated in the offer or order confirmation. In case of lack of any additional costs, these are deemed to be included in the aforementioned price.

6.3. Payments shall be made within the agreed time period after receipt of the invoice and correct delivery of Goods and/or performance of Services, unless otherwise agreed in writing.

6.4. Staad is entitled to suspend its payment obligation if the delivered Goods and/or Services in its opinion are not delivered in conformity with the agreement, without prejudice to the Supplier's obligation to (still) perform its obligations under the agreement.

6.5. If the Parties agree that the Supplier is to deliver a (part) delivery earlier than originally agreed, this shall not result in a new or earlier payment obligation for Staad. If a new payment obligation were to nevertheless arise, Staad has the right to suspend its payment obligations.

6.6. Staad is entitled to set off claims on the Supplier against the amounts owed to the Supplier, regardless of whether the claims are due and owing.

6.7. Payment for additional Goods and/or Services shall only occur if Staad has made a separate written order for such additional work.

6.8. Contractual variations involving additional work or less work can only be charged if Staad has provided a written order or approval for such. Overtime or other measures to speed up the work in order to perform the agreement in time within the agreed deadline(s), cannot in any event be charged as additional work or under any heading whatsoever.

## 7. Quality and guarantee

7.1. The Supplier guarantees that the delivered Goods and Services are free of defects and comply with the applicable laws and regulations.

7.2. The use of Goods and/or Services by Staad cannot be deemed approval and/or acceptance thereof. The Supplier can never use acceptance or use by Staad as a defence against a claim of Staad.

7.3. The Supplier guarantees that the delivered Goods/Services are free of manufacturing errors and material defects or other defects for a period of 2 (two) years from the date of delivery, unless otherwise agreed between the Parties.

7.4. The Supplier shall respond to guarantee claims within a reasonable period of time and if necessary carry out repairs or provide replacement goods/services.

7.5. Guarantees provided by agents engaged on behalf of the Supplier relating to (parts of) its agreement, are also deemed to have been provided by the Supplier. With regard to these guarantees, the Supplier shall, on Staad's first request, see to the performance of the rights and entitlements arising out of those guarantees, as if they were its own obligations.

## 8. Confidentiality

8.1. The Supplier shall consider and treat all information that it receives from Staad as confidential and not disclose it to third parties without Staad's prior written consent. This also applies to all other information for which it can reasonably assume that it is secret or confidential.

8.2. Unless Staad has given prior written consent therefore, the Supplier is explicitly prohibited from using the Goods delivered or produced by it and/or Services provided by it or information, documents, goods or other goods delivered to it in the framework of the agreement, for promotional purposes or from displaying them in (public) photos or other illustrations and/or from using the name or products of Staad as a reference.

## 9. Intellectual Property Rights

9.1. All information encompassed in the quotes, offers, Goods, designs, models, illustrations, photos, website, logos and the related Intellectual Property Rights that Staad makes available to the Supplier belong exclusively to Staad or its licensors.

9.2. The Supplier is not permitted to publish the documents and materials obtained from Staad referred to in article 9.1. 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.

9.3. All Intellectual Property Rights relating to the Goods, designs, drawings, documents and the like developed and/or produced by the Supplier on the instruction of or on behalf of Staad, belong to Staad. The Supplier undertakes to transfer all (Intellectual Property) rights, ownership and interests relating to the developed and/or produced Goods – insofar as possible in advance – to Staad and shall fully cooperate in this respect.

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

## 9. Intellectual Property Rights

9.5. The Supplier guarantees that it is not infringing Intellectual Property Rights that belong to a third party, and indemnifies Staad against claims of third parties in this respect. The Supplier also indemnifies Staad against all costs (including all consequential loss, court costs and legal expenses) arising for Staad, if a claim is brought against Staad because of an alleged infringement of the Intellectual Property Rights of a third party.

## 10. Property of Staad

10.1. All models, parts, documents, drawings, designs, tools and other resources that Staad has provided to the Supplier or that have been acquired by the Supplier on behalf of and at the expense of Staad, are or shall become Staad's property. The Supplier shall clearly mark these resources as Staad's property. The Supplier cannot exercise a right of retention with regard to said property and/or resources.

10.2. The Supplier shall inspect all property of Staad and/or all resources provided by Staad for the performance of the agreement with the greatest possible care. This also applies to changes or modifications requested by Staad. The Supplier shall immediately notify Staad in writing of alleged inaccuracies noted by the Supplier.

10.3. The Supplier shall not use the property and/or resources of Staad for purposes other than the purpose for which they have been provided. The Supplier shall keep the property and/or resources in good condition and insure them against the risks of damage, fire and theft. The Supplier shall immediately return the property and/or resources to Staad upon first request.

10.4. The Supplier shall not place the property and/or resources of Staad at the disposal of third parties or make them available for inspection by third parties in any way whatsoever.

10.5. If Staad makes goods available to the Supplier for adjustment or processing purposes, or to combine them or merge them with goods that are not Staad's property, Staad shall remain or become the owner of the goods that arise therefrom.

## 11. Force majeure

11.1. Force majeure for Staad means circumstances of a factual, legal or other nature, that - foreseeable or otherwise - impede 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.

11.2. If a circumstance of force majeure arises on the part of Staad, it shall notify the Supplier 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, has 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.

## 12. Liability

12.1. The Supplier is liable for all damage and loss, including consequential loss, caused by defects in the Goods supplied and/or Services provided by the Supplier. This encompasses, but is not limited to, damage or loss as a result of defects in the design, the manufacturing, the materials, or the failure to comply with agreed specifications.

12.2. Staad reserves the right to recover all damage and loss, directly or indirectly caused by the Supplier, from the Supplier. This also encompasses lost profit, lost savings, loss of data, and loss due to stagnation of business activities.

12.3. The Supplier indemnifies Staad against all claims of third parties, including but not limited to employees of Staad, clients of Staad and other parties involved, who suffer loss due to actions of the Supplier. The Supplier is bound to fully compensate all loss suffered by Staad, including legal expenses and costs for defence.

12.4. Damage to or loss of property of Staad, its personnel, sub-contractors or third parties engaged by it is fully at the Supplier's expense and risk.

12.5. The Supplier is responsible for all damage and loss arising from the use of goods, tools, materials, or services provided by it that infringe rights of third parties, like intellectual property rights (including copyrights, patent rights, mark rights and design rights).

12.6. The Supplier guarantees that it is adequately insured against risks arising out of the performance of the agreement. Any limitations in the cover of such insurance, such as exclusion clauses or maximum cover amounts, are fully at the Supplier's expense and risk. On Staad's request, the Supplier shall submit proof of insurance.

12.7. If Staad is held liable as a result of a defect in Goods and/or Services provided by the Supplier, the Supplier shall indemnify Staad against all damage, loss, costs and claims of third parties arising therefrom.

12.8. After termination of the agreement the Supplier shall remain liable for damage or loss arising out of the defects in the Goods and/or Services supplied that have arisen during the agreement or that only became manifest after termination.

12.9. Every claim of the Supplier on Staad in connection with liability, damage or loss or guarantees shall expire one year after the arising of the cause in question, unless otherwise agreed in writing.

12.10. If due to actions of the Supplier Staad receives goods that Staad delivers to a third party, and the third party suffers damage or loss as a result of a defect in these goods, the Supplier shall fully indemnify Staad against all claims and damage or loss arising therefrom.

12.11. The above provisions also apply on behalf of Staad's employees, as well as other persons who or legal entities that are involved in the performance of Staad's obligations to the Supplier.

## 13. Protection of personal data

13.1. When gathering and (further) processing personal data in the framework of the agreement of or on behalf of Staad, the Supplier guarantees to Staad 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.

13.2. The Supplier guarantees that the work to perform the agreement and the associated Goods and Services (including later changes), the processing of personal data, and the storage by it 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.

13.3. The Supplier guarantees that it has provided Staad with all relevant information and has not withheld any 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 Supplier shall take care of this at its own expense.

13.4. The Supplier 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.

13.5. The Supplier 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.

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

13.7. To perform the information obligations that arise out of the GDPR, the Supplier shall, if necessary per agreement or instruction, draw up a privacy statement that the Supplier shall present to every user or client of Staad prior to the processing of personal data. The Supplier shall send a draft to Staad, in which the Supplier shall incorporate any changes made by Staad. The Supplier shall 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).

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

13.9. After the end of the agreement, the Supplier shall 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.

## 14. Final provisions

14.1. All agreements between Staad and the Supplier are exclusively governed by Dutch law.

14.2. Application of the Vienna Sales Convention (United Nations Convention on Contracts for the International Sale of Goods, Vienna 11 April 1980, Trb. 1981, 184 and 1986, 61) is explicitly excluded.

14.3. Disputes arising out of or connected with the agreement shall be presented to the competent court in the district where Staad has its registered office.

14.4. Deviations from these General Purchasing Terms and Conditions are only valid if they have been agreed by both parties in writing.

14.5. The Dutch text is decisive when construing and interpreting these General Purchasing Terms and Conditions and the agreement.

14.6. The nullity or unenforceability of any provision of these General Purchasing Terms and Conditions or of the agreement are without prejudice to the validity of the other provisions. Staad and the Supplier 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.

*These General Purchasing Terms and Conditions were last revised in January 2025. Staad BV reserves the right to change or supplement these General Purchasing Terms and Conditions at any time.*



# More information?



**staad.**

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