



### Article 1. Identiteit

Name: Staman International Trading V.O.F.  
Address: Transportweg 4, 7442 CT Nijverdal (NL)  
Telephone number: +31 548 61 04 32  
Availability: Monday to Friday  
From 8 a.m. until 5 p.m.  
E-mail: [info@staman.nl](mailto:info@staman.nl)  
Website: [www.staman.nl](http://www.staman.nl)  
Ch. Of Comm. no: 87858088  
VAT number: NL864428145B01

### Article 2. Definitions

2.1. In these general conditions, capitalized words shall have the meanings set forth below, unless the context unmistakably indicates otherwise.

**Agreement** means the Written purchase agreement whereby Supplier commits to deliver a Product to Staman and Staman commits to pay a remuneration in money for it.

**Article** means an article of these general conditions

**Supplier** betekent de rechtspersoon of andere entiteit die aan Staman een aanbod doet tot Levering van een Product en/of waarmee Staman een Overeenkomst sluit.

**Delivery** means putting one or more Products into Staman's possession.

**Product** means any movable property offered, sold and/or delivered to Staman.

**Staman** means the partnership firm (*vennootschap onder firma*) Staman International Trading V.O.F., registered in the trade register of the Chamber of Commerce under number 87858088

**Written** means in writing, by e-mail, through Staman's website or by any other electronic means agreed between the Supplier and Staman whereby messages are stored and can be made readable within a reasonable period of time.

2.2. In these general conditions, nouns, pronouns and verbs in the singular shall be deemed to include the plural as well, and vice versa, always to the extent required by the context.

2.3. In these general conditions, words such as "inter alia", "among other things", "including" and "comprising" are used to indicate that the enumeration to which they refer is not limitative.

### Article 3. General

3.1. These general conditions apply to all Agreements, offers and quotations whereby Staman commits to sell and deliver Products to a (legal) person, who commits to pay a remuneration in money for it.

3.2. Once the Supplier has entered into an Agreement with Staman under the applicability of these general conditions, these general conditions shall also apply to any subsequent Agreement with Staman, even if a reference thereto was not expressly made when the Agreement in question was entered into.

3.3. The applicability of any general terms and conditions of the Supplier is expressly rejected in advance by Staman.

3.4. Staman is allowed to amend these general conditions. The Supplier will be deemed to have accepted any amendment to these general conditions if it has not submitted any Written objections to Staman within seven (7) days after Written notification of the amendment by Staman.

3.5. To the extent the Agreement contains provisions contrary to these general conditions, an offer and/or a quotation, the provisions of the Agreement shall prevail.

3.6. Insofar as these general conditions have been translated into a language other than Dutch, the Dutch wording shall always be decisive in the event of differences.

### Article 4. Formation and content of the Agreement

4.1. An offer from the Supplier made at Staman's request shall be valid, irrevocable and non-exempt for a period of at least thirty (30) days after its receipt by Staman.

4.2. The Agreement between Supplier and Staman is established by (i) a Written confirmation by Staman of the quotation provided by Supplier, or (ii) by Supplier and Staman signing an Agreement.

4.3. Promises by and arrangements with employees or auxiliary persons of Staman will only be binding on Staman if and insofar as these agreements have been ratified or confirmed in Written form by an authorised representative of Staman as evidenced by the trade register of the Chamber of Commerce.

### Article 5. Price and payment

5.1. All prices offered by Supplier are in Euros and exclusive of VAT, unless explicitly stated otherwise. The agreed prices and rates are fixed and cannot be changed during the term of the Agreement.

5.2. Unless expressly agreed otherwise, all prices and rates shall include packaging, transport and other costs of shipment, import documents, (transport) insurance(s), travel time, travel expenses and accommodation costs.

5.3. Supplier is only entitled to increase or decrease the agreed fixed prices and rates if Staman makes a substantial change to the originally agreed order or assignment. Supplier is (further) only entitled to increase the agreed prices and rates if Staman has agreed to this in Written form.



## **Article 6. Payment**

- 6.1.** In respect of the Products delivered by Supplier, Supplier shall send an invoice to Staman.
- 6.2.** The invoice shall state Staman's purchase order number, article numbers, article descriptions, quantities and prices.
- 6.3.** If the invoice does not meet these requirements or contains incorrect data, the invoice will not be payable. Staman may then neither fail nor default on any related payment obligation towards the Supplier. Staman will inform the Supplier of the reason why the invoice has not been or will not be processed.
- 6.4.** Payment of the amounts due under the Agreement shall take place within thirty (30) days of the invoice date. The payment period shall commence upon receipt of an invoice that meets the requirements set out in Article 6.2 and does not contain any incorrect information.
- 6.5.** Unless otherwise expressly agreed or required by law, Supplier shall pay or bear all taxes levied on or in connection with the sale of Products. Any applicable tax, levy, excise duty, or other similar tax to be borne by Staman pursuant to an Agreement must be separately stated on the invoice.
- 6.6.** Payment by Staman in no way implies the surrender of any right or acceptance of the Products delivered.
- 6.7.** If Staman fails to pay on time without being entitled to suspend or set off payment, Staman will not be in default until it Supplier has submitted a Written default notice to Staman and Staman has failed to make payment within a period of fourteen (14) days thereafter.
- 6.8.** Only Staman, or a legal entity affiliated with it, is entitled to set off any debts Staman may have to the Supplier against any debt the Supplier may have to Staman or to a legal entity affiliated with Staman.
- 6.9.** Supplier cannot invoke suspension or set-off against Staman.

## **Article 7. Levering**

- 7.1.** The agreed delivery period is in all cases a fatal deadline.
- 7.2.** Unless agreed otherwise, Delivery shall be made under the delivery condition DDP ("Delivery Duty Paid"), as referred to in the most recent version of the Incoterms®, at the address Ambachtsweg 18, 7442 CS Nijverdal, The Netherlands.
- 7.3.** A packing list must be provided with the Delivery of the Products. Unless agreed otherwise, this packing list shall be clearly visible on the outside of the packaging and shall state the purchase order number, article numbers, quantities, article descriptions and, if applicable, lot numbers.

- 7.4.** In case of recalls or reclamations or if the Products turn out to be faulty and/or have been delivered too late, the return shipments and the costs thereof shall be at Supplier's expense and risk.
- 7.5.** Loan packaging and deposit packaging may be returned to Supplier carriage paid at Supplier's expense and risk.
- 7.6.** Products that may in any way be sensitive to electrostatic discharges must be packaged individually in ESD-safe packaging, provided with a warning marking.
- 7.7.** If Supplier expects a delay in Delivery, Supplier is obliged to notify Staman immediately. Supplier is liable for the damage suffered by Staman due to the delay as well as due to an overdue notification of the (probable) delay.

## **Article 8. Acceptance and warranty**

- 8.1.** The Products delivered will be subjected to an acceptance test by Staman within a reasonable period of time after Supplier has fulfilled its obligations under this Agreement. Staman and Supplier hereby explicitly exclude the provisions of article 23 of Book 7 of the Dutch Civil Code.
- 8.2.** Supplier warrants during the execution of the Agreement and during the expected lease term (which in no case shall be less than two years) that all Products delivered are at least:
  - a. with regard to quantity, description and quality are in accordance with what is stated in the Agreement and, if applicable, equal to the samples made available by Supplier;
  - b. manufactured from sound materials and be of sound construction;
  - c. deliver the performance (capacity, efficiency, speed, finish, etc.) as described in the order;
  - d. complete and suitable for the purpose made known to the Supplier;
  - e. comply with the applicable specifications, drawings and technical information and with the (product safety) regulations in force in the Netherlands and/or the European Union or other government regulations, such as those relating to health, safety, environmental hygiene and electromagnetic interference;
  - f. if applicable, are provided with the relevant certificates, (CE) markings and/or permits;
  - g. (in case of electronic content) free of viruses and malicious and/or harmful software.
- 8.3.** All defects and imperfections that occur during a guarantee period as referred to in this Article 8, with the exception of those resulting from normal wear and tear or abnormal



use, will, without prejudice to Staman's other rights, be repaired, replaced, dismantled, assembled or supplemented by Supplier immediately and in full, free of charge and after first notification from Staman. The related costs, damages and interest are payable by the Supplier and immediately due and payable.

- 8.4.** If, after the notification referred to in Article 8.3, Supplier has not commenced the repair within a reasonable period of time for Staman, Staman will be authorised to carry out the repair itself or have it carried out by third parties at the expense and risk of Supplier without this having any further consequences for the guarantee obligations entered into by Supplier. All claims that Staman may have or acquire against the Supplier as a result will be immediately due and payable in full.

#### **Article 9. Product safety**

- 9.1.** Supplier warrants that the delivered Products are safe. In that respect, Supplier is obliged to:

- a. Perform periodic checks to verify that the Product still meets all safety requirements and is fully compliant with the applicable legislation where the Product is traded;
- b. Ensure adequate identification and traceability of the delivered Products;
- c. Record and carefully investigate complaints and incidents regarding the Product, and inform Staman of the outcome of the investigation when a compliance and/or safety issue with the Product arises;
- d. Immediately submit a Written notification to Staman after Supplier becomes aware of an incident with the Product that has resulted in death or physical or psychological injury;
- e. If requested, immediately provide Staman with all applicable technical documentation, internal risk assessment, certificates, licences and test reports of the Product;
- f. Allow Staman to conduct unannounced inspections at Supplier's premises;
- g. To remove the Product from the market at its own expense or to carry out a product recall, if there is cause to do so,

all this under penalty of an immediately payable fine of €2,500 per violation and per day that the violation continues, without prejudice to Staman's right to (additional) damages.

#### **Article 10. Liability, insurance and indemnity**

- 10.1.** Supplier is liable for the full damage that Staman suffers or will suffer as a result of any shortcoming (whether or not

attributable) of Supplier in the obligations under the Agreement.

- 10.2.** Supplier warrants to Staman that it has adequately insured itself and will keep itself adequately insured with respect to risks that (may) result for both Supplier and Staman from the execution of the Agreement.

- 10.3.** The insurance referred to in Article 10.2 will in any case include:

- a. At all times a business liability insurance (*Bedrijfsaansprakelijkheidsverzekering*) - with freedom of delivery conditions - with an insured amount of at least € 2.5 million per claim.
- b. (Additional) cover for the costs of recall, dismantling, assembly, transport, storage, destruction, advertising and related matters, with an insured amount of at least € 2.5 million per incident and cover valid for at least three (3) years after the delivery date of the Products concerned.

- 10.4.** At Staman's first request, the Supplier is obliged to allow inspection of the policies of the insurances mentioned in Clause 10.2 and Clause 10.3 and to provide proof of payment of the premiums due.

- 10.5.** If Supplier has demonstrated to Staman that it has complied with the obligations mentioned in Clauses 10.2 to 10.4, the liability of Supplier shall be limited to the sums insured.

- 10.6.** If Staman's damage is not (fully) compensated by the relevant insurer(s) or if insurance cover is not obtained or cannot reasonably be obtained, Supplier is not released from its liability and its obligation to compensate the damage.

- 10.7.** Supplier indemnifies Staman against claims of third parties in respect of damage, as a result of shortcomings in the Products delivered (including safety defects) and/or as a result of acts or omissions of Supplier.

#### **Article 11. Intellectual property rights**

- 11.1.** All (intellectual and industrial) property rights, including but not limited to copyrights and database rights, to all Products including but not limited to copy, models, drawings, designs, documentation, photographic recordings, films, data carriers, equipment and software (in object and source code), data and data files, moulds, templates and stamps that are the subject of and/or arise from and/or are used in the fulfilment of the obligations from the Agreement between the Supplier and Staman are vested in Staman.

- 11.2.** If the intellectual property rights required for the execution of the Agreement are held by Supplier, Supplier grants a



non-exclusive, transferable and irrevocable licence in respect of all possible intellectual property rights to the Products. The licence entitles Staman to use and deliver the Products to a third party and to allow the use of the Products by a third party. The licence to the Products will apply as of the date of the Agreement for an indefinite period of time and without any right of termination of the Supplier, even after dissolution of the Agreement.

**11.3.** The Supplier indemnifies Staman against claims by third parties for alleged infringements of their intellectual property rights in relation to the manufacturing, repair or use of the delivered Products. The Supplier is obliged to do all that is necessary to take all measures that may contribute to preventing and limiting the additional costs incurred or loss suffered by Staman in this connection, all this at the expense of the Supplier.

**11.4.** All information, the request for proposal, sketches, drawings, models, designs, specifications, data, documents and other business information provided by Staman to the Supplier in connection with the (formation of the) Agreement may not be used by the Supplier in any other way than for the purpose for which they are made available to the Supplier by Staman and will remain the property of Staman at all times. Upon Staman's first request, Supplier is obliged to return all aforementioned information and documents.

#### **Article 12. Confidentiality**

**12.1.** Supplier is obliged to maintain confidentiality regarding all information of which it suspects or can reasonably suspect that Staman has an interest in confidentiality, including in any case specifications, financial information and product data related to the Products.

#### **Article 13. Privacy**

**13.1.** In the context of (execution of the) Agreement, the Supplier shall at all times comply with applicable laws and regulations regarding data security and the protection of personal data.

**13.2.** If Supplier processes personal data obtained from Staman in the context of the (execution of the) Agreement, Supplier shall only use such personal data for the purpose for which Supplier obtained it.

**13.3.** Any security incident or increased risk of a security incident will immediately be reported by Supplier in Written form to Staman and, to the extent required, to any competent authority. Supplier will also inform Staman of the measures to be taken to prevent a new security incident.

**13.4.** Supplier indemnifies Staman against (the consequences of) violation by Supplier of the obligations set out in this

Article 13 including but not limited to any claim by third parties and fines imposed on Staman and will compensate Staman for all damage suffered and costs incurred in connection therewith.

#### **Article 14. Termination (*ontbinding*)**

**14.1.** The Agreement may be terminated in whole or in part by Staman with immediate effect by means of a Written statement to the Supplier if:

- a. Supplier files for bankruptcy or is declared bankrupt;
- b. Supplier applies for or obtains (provisional) suspension of payment;
- c. Supplier is made subject to a debt rescheduling arrangement under the Dutch Natural Persons Debt Rescheduling Act (*Wet Schuldsanering Natuurlijke Personen*);
- d. Supplier offers a (compulsory) composition (extrajudicial or otherwise) to creditors, such as, for example, the offer of a composition in a Prevention of Insolvency procedure (*WVOA*);
- e. Attachment is made of (part of) the Supplier's goods;
- f. Supplier passes away;
- g. Supplier is dissolved;
- h. Supplier is put under curatorship or administration;
- i. The whole or a substantial part of Supplier's assets is transferred or alienated without Staman's prior Written consent;
- j. Supplier is in default with respect to fulfilment of any obligations towards Staman, whether or not under the Agreement;
- k. Other circumstances come to Staman's attention after the conclusion of the Agreement that give Staman good reason to fear that the Supplier will not fulfil its obligations;

all this without prejudice to Staman's right to claim (additional) damages from the Supplier.

#### **Article 15. Notifications**

**15.1.** Unless otherwise agreed, all communications concerning the (execution of the) Agreement must be made in Written form.

**15.2.** Claims for fulfilment and notices of default must be made by registered letter, explicitly stating what is required of Staman and within what period of time.

#### **Article 16. Transferability of rights and obligations**

**16.1.** Supplier may not transfer claims against Staman, on any basis whatsoever, to a third party. Such claims are expressly not transferable. This clause has effect on property



rights within the meaning of article 83(2) of Book 3 of the Dutch Civil Code.

- 16.2.** Supplier is not allowed to transfer any obligation under the Agreement and/or these general conditions to a third party without Staman's prior Written approval.

**Article 17. (Partial) nullity or nullification**

- 17.1.** Should any provision in these general conditions be null or nullifiable, this will not result in these general terms and conditions being null or nullifiable in their entirety or in any other provision thereof being (partially) null or nullifiable. Should any provision in these general conditions be null or nullifiable (and subsequently be nullified), it will be replaced by Staman by a valid provision that most closely matches the intention of the null or nullified provision.

**Article 18. Extinction of right, applicable law and choice of forum**

- 18.1.** Unless stipulated otherwise in these general conditions, all rights of action of the Supplier vis-à-vis Staman will lapse in any case one (1) year after the day on which the right of action arose, unless the claim(s) is brought before the competent court within this period.
- 18.2.** Dutch law applies exclusively to all legal relationships between Staman and the Supplier. The applicability of the Vienna Sales Convention (CISG) is expressly excluded.
- 18.3.** All disputes that may arise in respect of relations between Staman and the Supplier that are governed by these general conditions will be submitted exclusively to the judgment of the Dutch court, more specifically to the competent court of the District Court of Overijssel, location Almelo.