

General terms and conditions

Business contracts | V1-2026 | 28-09-2026

These terms apply to business contracts with STARKON Cranes B.V., presenting itself as STARKON Port Equipment Specialists. They cover engineering, crane service, parts, the manufacture and supply of handling equipment, and rental. The quotation or order confirmation sets out the specific scope, price, performance and any agreed deviations.

1 Application and agreements

1.1 STARKON means STARKON Cranes B.V., registered with the Netherlands Chamber of Commerce under number 52544036. The Customer is a person or organisation acting in the course of a business or profession. These terms are not intended for consumer contracts.

1.2 These terms apply where they have been declared applicable and made available to the Customer before or when the contract is concluded. Individually agreed provisions take precedence. The Customer's terms are expressly rejected; where references conflict, the parties establish the applicable terms before performance.

1.3 In writing includes email. A new website version does not amend existing contracts. An invalid provision does not invalidate the remainder; the parties replace it with a valid provision reflecting its purpose as closely as possible. Mandatory law always prevails.

2 Quotations and formation

2.1 The quotation describes the scope, assumptions, validity period and any reservations. An estimate or indicative price is a fixed contract price only where expressly stated. A contract is formed by acceptance of a sufficiently definite quotation or by a written order confirmation accepted by the Customer.

2.2 Images, catalogue information and samples are illustrative unless included as contractual specifications. Apparent errors are corrected before performance. A separate inspection, engineering study or quotation preparation is chargeable only if agreed in advance.

3 Information and engineering

3.1 The Customer provides correct drawings, dimensions, material data, loads, operating conditions, installation information and known defects in good time. STARKON may rely on these, but warns of errors or risks it should recognise as a competent contractor. The parties record necessary measurements and verification.

3.2 Engineering, calculations, inspections and advice cover only the agreed application and investigation. A visual inspection is not a complete fatigue analysis or investigation of hidden defects. A change in load, use, environment or configuration requires reassessment where technically necessary.

4 Prices and costs

4.1 Prices exclude VAT and other public charges unless stated otherwise. The quotation specifies a fixed price or time and materials basis. Time and materials work is charged for recorded hours and agreed material and equipment costs at the agreed rates.

4.2 Travel, accommodation, transport, crane and access equipment hire, scaffolding, waiting time and surcharges are charged separately where stated in the quotation or subsequently agreed. Unagreed surcharges are not added without agreement.

4.3 If demonstrable cost increases arise after the order that could not reasonably have been foreseen, STARKON gives advance notice of their cause, amount and consequences. A price adjustment requires written agreement; otherwise existing arrangements continue, without prejudice to statutory rights.

5 Programme and availability

5.1 Delivery and performance dates are targets unless expressly agreed as strict deadlines. The programme assumes timely receipt of agreed advances, information, approvals and access to the installation. STARKON promptly reports anticipated delay and its effect on the programme.

5.2 Delay caused by a change, missing facilities, unsafe conditions or an interruption attributable to the Customer allows a reasonable extension. Demonstrable reasonable waiting, remobilisation and storage costs are payable by the Customer to the extent attributable to it; STARKON takes reasonable steps to minimise them.

6 Site work and safety

6.1 Before mobilisation, the parties agree responsibility for access, permits, energy isolation and lockout, safe workplaces, lifting equipment, operators, access equipment, electricity, lighting and welfare facilities. The Customer provides applicable site rules and identifies hazardous substances, special risks and simultaneous operations.

6.2 Each party remains responsible for its own statutory safety duties and personnel. STARKON may suspend work on reasonable grounds of serious danger. Work resumes after suitable measures are taken. Costs follow responsibility for the interruption and are not automatically charged to the Customer.

6.3 The Customer makes the installation available during the agreed work window and coordinates terminal or user operations. Production interruption and required load tests are agreed in advance.

7 Crane service and existing installations

7.1 Repair, rail replacement, alignment, vibration investigation, overhaul and on-site machining concern the specified components and work. The condition or remaining life of the complete crane is assessed only if expressly included in the scope.

7.2 For thermal lancing, drilling out, line boring, milling or removal of seized components, the parties record the method, tolerances and foreseeable consequences in advance. Any component intentionally removed or consumed is identified accordingly. Hidden wear, cracks or seized connections may require a revised method and additional work.

7.3 STARKON reports additional defects found during the work and warns where safe use appears compromised. Destructive testing, non-destructive testing and third-party inspection are included where agreed or legally required within STARKON's responsibility.

8 Changes and records

8.1 Changes in scope, specifications or assumptions and their price and programme effects are recorded in writing beforehand. A designated contact may approve changes only within the authority communicated by the Customer.

8.2 In immediate danger, STARKON may take necessary proportionate action to safeguard people and property, informing the Customer as soon as possible. This is not general authority for unlimited additional work.

8.3 Timesheets and material records are provided on request or at the agreed intervals. The Customer should preferably raise specific objections within seven working days while investigation remains practical. Absence of a signature or response does not by itself make a record conclusive.

9 Products and conformity

9.1 Parts and equipment are supplied to the agreed specifications. Where relevant, the quotation states whether parts are new, reconditioned or used. References to crane brands, OEM numbers or types identify compatibility and do not by themselves imply that STARKON represents the manufacturer.

9.2 STARKON supplies the legally required markings, declarations and instructions for products for which it bears that responsibility. CE marking is applied where legally required. Not every individual part or repair requires CE marking. Responsibility for integration and any assessment of the complete installation is agreed per project and cannot be transferred contrary to mandatory law.

9.3 A stated WLL, SWL or load capacity applies only under the specified conditions and configuration. Ground support, load distribution, centre of gravity, stacking, connections and dynamic loads must be compatible. The Customer uses and maintains the product according to the supplied instructions and arranges required inspections.

10 Delivery and risk

10.1 Unless otherwise agreed in writing, delivery is EXW the collection location specified by STARKON, Incoterms® 2020. The quotation may specify a different delivery term and named place. Workshop collections and deliveries are by appointment at Nijverheidsweg 22, 3251 LP Stellendam, the Netherlands.

10.2 The agreed delivery term determines transfer of risk and responsibility for transport, loading, unloading, customs and transport insurance. Where STARKON additionally undertakes transport or loading, it remains responsible for performing that agreed work with due care.

10.3 The Customer checks receipt and promptly reports visible transport damage or shortages. If collection or acceptance is delayed by the Customer, STARKON may charge reasonable storage and additional handling costs after giving notice.

11 Completion and documentation

11.1 STARKON notifies the Customer when work is ready for completion. The parties check the agreed performance and record outstanding items. The Customer gives reasoned objections within fourteen days of notification; in their absence, or on normal use other than an agreed test, the work is accepted insofar as reasonable and provided it is safe to use.

11.2 Minor outstanding items that do not prevent safe use do not prevent completion and are remedied within an agreed reasonable period. Acceptance alone does not extinguish rights relating to hidden defects or statutory rights.

11.3 Certificates, measurement reports, drawings and inspection reports to be supplied are specified in the order. Legally required documentation is always provided to the entitled party. Internal technical files and manufacturing knowhow are not transferred in full unless agreed or legally required.

12 Equipment rental

12.1 The rental agreement identifies equipment, accessories, capacity, location, rental period, rate, any deposit, transport and insurance arrangements. Quantity and condition are recorded at handover and return. Rental starts and ends at the agreed times; delay caused by STARKON is not charged as additional rental.

12.2 Rental is charged by the agreed time unit. An extension or continued use beyond the return date is coordinated promptly and charged at the applicable agreed rate. The Hirer immediately reports an anticipated late return.

12.3 Rented items remain STARKON's property. The Hirer uses them only for the agreed application and location with competent users. Relocation, subletting, modification, welding, stacking or connecting outside the permitted configuration requires prior written permission.

12.4 The Hirer immediately reports defects, accidents, loss or theft and stops unsafe use. During the agreed risk period, the Hirer bears loss and damage risk except for normal wear, pre-existing defects and damage attributable to STARKON. Reasonable repair costs or the value immediately before loss must be substantiated; double recovery is avoided.

12.5 Items are returned complete and reasonably clean. Missing items and excessive cleaning are charged at demonstrable reasonable cost. Any insurance requirements and cover are agreed in writing. The continuing statutory and contractual maintenance and repair duties apply to rental; article 13 does not replace them.

13 Warranty and rectification

13.1 Unless otherwise agreed in writing, STARKON warrants its supply or work against material and workmanship defects for six months from delivery or completion. A specifically agreed longer period prevails. For repair and overhaul, the warranty concerns the work performed and parts supplied, not the complete existing installation.

13.2 The Customer reports a defect promptly, preferably within fourteen days of discovery, describing its nature, circumstances and product or project identification. STARKON has a reasonable opportunity to investigate and repair or replace. Where this is not possible within a reasonable time, applicable statutory remedies apply, subject to article 16.

13.3 Warranty excludes normal wear and defects caused by overload, incorrect use, inadequate maintenance or unauthorised modifications. Reliance on an exclusion requires a connection between the cause and the defect. Known condition and any different warranty for used parts are agreed beforehand.

13.4 Practical arrangements for valid warranty work are agreed in advance. STARKON bears reasonable necessary costs of correcting a defect attributable to it. Previously notified investigation and travel costs may be charged for unfounded claims. Urgent third-party safety measures remain possible; the Customer informs STARKON and retains evidence.

14 Payment and security

14.1 Unless otherwise agreed, payment is due within thirty days of the invoice date. Advance and instalment payments apply only as stated in the quotation or order confirmation. STARKON may request reasonable security or an advance before assuming additional obligations where there are demonstrable grounds.

14.2 Late payment attracts Dutch statutory commercial interest from the due date insofar as legally permitted, and reasonable out-of-court collection costs may be claimed. Invoice objections are reasoned and raised promptly; the undisputed portion remains payable.

14.3 STARKON may suspend work for a material payment default after written warning and a reasonable opportunity to remedy. Suspension remains proportionate and takes necessary safety measures into account. Mandatory rights of set-off and suspension remain unaffected.

15 Ownership and intellectual property

15.1 To the extent legally effective, supplied goods remain STARKON's property until related supplies, work and claims for breach have been paid. The Customer identifies and safeguards such goods and reports seizure or third-party claims. Recovery takes place only by lawful means.

15.2 STARKON's designs, calculations, drawings, software and knowhow remain its property or that of the relevant rights holder. The Customer receives the right of use necessary for the agreed application. Copying for third-party manufacture or disclosure requires permission; information needed for safe operation, maintenance and statutory duties remains available.

15.3 The parties protect commercially confidential information. Disclosure to advisers, insurers and subcontractors is permitted where necessary under appropriate confidentiality, as is legally required disclosure. Publication of identifiable customer projects requires permission.

16 Liability

16.1 STARKON is liable for damage caused by attributable breach or unlawful conduct within this article. Where rectification remains possible, it first receives a reasonable opportunity to rectify, unless urgency or law requires otherwise.

16.2 Total liability for one event or a connected series of events is limited to the amount paid by the applicable liability insurer in the particular case. If no insurance payment is made, liability is limited to fifteen per cent of the contract price excluding VAT. For an independently divisible order, the relevant part is used; for a continuing contract, the fee for the preceding twelve months is used.

16.3 Lost profit, lost revenue, production loss, business interruption and other indirect loss are excluded. Direct physical damage to the object being worked on, insofar as attributable to STARKON, falls within the above liability provisions and is not excluded merely because the object is in STARKON's care or custody.

16.4 These limits do not apply to intent or deliberate recklessness of senior management, or where exclusion is legally prohibited, including mandatory liability for injury, death or defective products. Each party reasonably mitigates damage and enables the other to investigate its cause and extent.

17 Third party claims

17.1 The Customer indemnifies STARKON against third-party claims only insofar as arising from incorrect information, unauthorised use or infringing designs prescribed by and attributable to the Customer. This does not cover the portion caused by STARKON's own breach and does not prejudice mandatory product liability.

17.2 The parties promptly notify each other of relevant claims and coordinate the defence and any settlement. Neither admits liability on behalf of the other without authority.

18 Force majeure and termination

18.1 Force majeure means an impediment for which the affected party is not responsible under the law and contract. That party reports its nature, expected duration and mitigation measures. Failure of a supplier or staff availability does not by itself establish force majeure.

18.2 Obligations are suspended to the extent prevented by force majeure. If performance is permanently impossible or the impediment lasts more than six months, either party may terminate the unperformed part in writing without compensation for the force majeure itself. Independently delivered performance is paid for; advances for undelivered performance are credited or refunded.

18.3 A material breach may permit termination under the law, where required after notice of default and a reasonable remedy period. Cancellation by the Customer without breach by STARKON results in payment for completed work, unavoidable commitments and legally recoverable proven loss, less savings and replacement proceeds.

19 International projects

19.1 For cross-border work, the parties agree who arranges local access, visas, work permits, import, export and local facilities. Each remains responsible for mandatory obligations applicable to it, including employment, safety and export rules.

19.2 STARKON is not required to perform an obligation prohibited by applicable sanctions or export restrictions. It promptly reports an impediment and mitigates its effects; settlement follows article 18 insofar as applicable.

20 Law and disputes

20.1 Dutch law governs the contract. The United Nations Convention on Contracts for the International Sale of Goods is excluded. The parties first seek a practical resolution through their designated contacts, without preventing urgent measures or affecting statutory time limits.

20.2 Disputes are submitted to the competent court of the District Court of Rotterdam unless mandatory law provides otherwise. The Dutch version prevails over a translation unless the parties expressly agree a different contract language in writing.