

General conditions of sale and delivery by the private limited liability company STH B.V.

Established in Klundert, registered under number 51496682 with the trade register of the Chamber of Commerce in the Netherlands.
These general terms & conditions have been filed with the Chamber of Commerce as of 01-03-2025 and will be sent free of charge to any person requesting them.

1 Applicability of general terms and conditions

1.1 All offers, agreements and their execution by the private limited liability company STH B.V., (hereinafter referred to as 'STH') are exclusively governed by the present general conditions of sale and delivery, (hereinafter also referred to as the 'Conditions'). Different terms may only be invoked if explicitly confirmed by STH in writing.

1.2 In these conditions the "buyer" or "customer" means any (legal) person who has concluded or wishes to conclude an agreement with STH as well as its legal successors. The "buyer" or "customer" also means any (legal) person designated by the buyer as the ultimate buyer or acquirer of the goods delivered or ordered, the buyer remaining liable at all times for the obligations arising from the agreement with STH.

1.3 The '(delivered or ordered) goods' means the goods STH has mentioned in its offer or to which the concluded agreement with the buyer relates.

1.4 The buyer's own general (purchase) conditions do not apply unless otherwise agreed in writing with STH

1.5 The buyer may, for its own administrative convenience, use its own standard order form including mention of (deviating) general terms and conditions. The Buyer understands and agrees that such order form serves exclusively for placing orders and otherwise has no contractual effect.

1.6 STH is authorised to make amendments to these conditions. Such amendments shall enter into force at the announced time of entry into force. STH will send the amended conditions to the buyer prior to the entry into force. If no time of entry into force has been communicated, the amendments will come into force as soon as the amendment has been communicated to the buyer or has become known to him.

1.7 In case of conflicts or inconsistencies between the provisions of these Terms and Conditions and the Sales Confirmation, the provisions of the Sales Confirmation shall prevail.

1.8 These Conditions were originally drafted in Dutch and have been translated into English. In case of inconsistencies or differences in interpretation between the Dutch and English versions, the Dutch version shall prevail. The Dutch text will be considered legally binding and decisive.

2 Offers, formation of agreements

2.1 All offers made by STH, in whatever form, are to be regarded as an invitation to make an offer and no rights can be derived from them by the buyer unless explicitly stated otherwise in writing by STH. Offers made do not oblige STH to accept an order.

2.2 The authority of STH's representatives, agents and other sellers is under all circumstances limited to mediating in the of agreements, without any authority to legally bind STH, by any act or omission.

2.3 Subject to the provisions below, an agreement with STH will only be established by written acceptance or confirmation (written is also understood to mean by e-mail), which written document will be referred to hereinafter as: the 'Sales Confirmation'. For the date of conclusion of the agreement, the date of the Sales Confirmation is decisive.

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2.4 The Confirmation of Sale is deemed to accurately and fully reflect the agreement between STH and the buyer. Any statements made verbally beforehand are to be regarded as a provisional and non-binding position and, if no mention of them is made in the Confirmation of Sale, shall lapse.

2.5 Any additional agreements, including amendments, made after the aforementioned Sales Confirmation shall only be binding upon STH if expressly confirmed by STH in writing.

2.6 STH has the right, if the financial situation of the buyer gives reason for this, on or after entering into the agreement, before (further) delivery, to ask the buyer for an advance payment or for financial and/or other securities, so that STH can be sure that the buyer will meet his payment and any other obligations. As long as the buyer does not comply, STH has the right to suspend performance of the obligations. If the buyer does not give the requested guarantees within a reasonable period of time, STH will be entitled to dissolve the agreement immediately by means of a written communication to the buyer. If such a case arises, the buyer will be liable for any costs incurred by STH as a consequence.

3 Pricing

3.1 Unless otherwise stated, the purchase prices included in the offers and in the Sales Confirmations are:

- exclusive of (other) packaging;
- exclusive of import or export duties;
- exclusive of VAT;
- excluding (customs) fees and documentation costs;
- excluding (weekend) surcharges, overtime, etc.;
- stated in euros (€).

3.2 If there is an increase in one or more of the cost price factors for the actual delivery, STH is entitled to increase the price accordingly, all this with due observance of existing legal regulations in this respect. If this article is applied, STH will inform the buyer as soon as possible and in any case before the execution of the actual delivery.

4 Payment, special rights in case of (imminent) default

4.1 All payments shall be made by deposit or transfer to a bank account designated by STH within 30 days of the invoice date, unless otherwise specified on the Confirmation of Sale or invoice. The value date specified on STH's bank statements shall be regarded as the payment date.

4.2 The buyer is not entitled to deduct from the amounts due to STH any amount due to a counterclaim which he has asserted, unless the counterclaim has been expressly acknowledged by STH as correct or has been irrevocably established in law. Suspension of payment on account of alleged defects of the goods delivered by the buyer is only allowed if the defects have been irrefutably established and then only insofar as the buyer cannot make use of the goods delivered. Furthermore, the buyer shall only be entitled to suspend payment of invoices on the grounds of a shortcoming regarding the delivery to which the invoice relates.

4.3 All payments made by the buyer serve primarily to pay any interest and judicial and extrajudicial costs incurred by STH and then to pay the oldest outstanding invoices.

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4.4 If one or more of the following events occur, STH shall have the rights set out in the following article. These events are that the buyer:

- a. is declared bankrupt, files a petition for suspension of payments;
- b. dies or is placed under guardianship;
- c. proceeds to the cession of assets or the attachment of all or part of his assets;
- d. discontinues, ceases, liquidates or transfers all or an important part of his business, including the contribution of his business to a company to be incorporated or already existing, or changes the objects of his business;
- e. encounters financial difficulties, the nature of which is such that it may be expected that he will not be able to meet his obligations;
- f. fails to pay an amount, or part thereof, due to STH under an agreement within the set deadline;
- g. no longer possesses the required environmental permits and other permits from government agencies necessary to take delivery and store the goods delivered;
- h. fails to comply with any (other) obligation resting on him by virtue of the law, a concluded agreement or these terms and conditions, after he has been summoned to do so.

When this article refers to an agreement or order, it means all agreements which STH has concluded with the buyer or all orders from which those agreements have resulted, insofar the buyer has not yet fulfilled his obligations in full.

4.5 If one or more of the events mentioned in the previous paragraph occur, the buyer shall be in default by operation of law with respect to all amounts owed to STH, without the need for any further notice of default. In such case STH shall have the following rights, which, to the extent possible and given the nature and scope of those rights, may be exercised simultaneously:

- a. suspension of the execution of orders placed by the buyer or suspension of the execution of other obligations on the part of STH;
- b. requesting advance payment of the purchase price before delivery;
- c. requesting security as referred to in article 2.6;
- d. to dissolve the agreement wholly or partly with effect from the time that the buyer is in default, by written notification to the buyer, without any legal intervention being required; such dissolution will, if the events mentioned under f. or h. article 4.4 occur, only take place after the buyer has been given the opportunity for a short period of time to still comply;
- e. immediate exigibility: all amounts owed by the buyer to STH, for whatever reason, may become immediately due and payable in full by means of a written communication from STH to the buyer, possibly in deviation of previously agreed payment terms;

4.6 To the extent that an agreement should be rescinded in whole or in part, all amounts owed by the buyer to STH will be payable in full at the same time, in accordance with the previous paragraph sub e.

4.7 To the extent that an agreement would be wholly or partly dissolved, the buyer will owe STH a compensation for loss of profit in the amount of 20% of the agreed price excluding VAT in respect of the goods no longer delivered.

4.8 What is stated in these Conditions is without prejudice to all other rights STH has under the Civil Code, including the right to damages.

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4.9 If payment has not been made within the period specified in the first paragraph, the buyer shall be in default by operation of law and shall owe interest of 3% per (part of a) month on the outstanding amount from the due date of the invoice.

4.10 All judicial and extrajudicial costs to be incurred by STH as a result of shortcomings on the part of the buyer will be borne by the buyer. The extrajudicial collection costs amount to at least 15% of the amount owed by the buyer including the aforementioned interest, with a minimum of € 400.

5 Delivery, transport and related issues

5.1 From the moment that the transporter STH has engaged has arrived at the buyer's premises or has delivered at the destination agreed with the buyer and has informed the buyer that the goods are at the buyer's disposal to be received by the buyer or a third party designated by the buyer (hereinafter also referred to as: the "Availability"), the goods will be at the buyer's expense and risk.

5.2 Insofar as STH has agreed with the buyer that the latter will take care of the transport himself, the goods will be at the expense and risk of the buyer from the moment that the goods are at the disposal of the buyer or a third party designated by the buyer in the company building or at the company premises where they were stored (hereinafter also referred to as: the "Making available") - to be received by the buyer or a third party designated by the buyer.

5.3 Ownership of the delivered goods passes to the buyer at the time of Making Available.

5.4 STH will determine the type of means of transport and method of packaging for each type of delivery, unless expressly agreed otherwise. Obstruction or temporary prevention of transport by the chosen means of transport does not oblige STH to use another means of transport or manner of packaging.

5.5 In response to an order and Confirmation of Sale, STH is entitled to deliver in parts (partial deliveries), which STH may invoice separately. With regard to the rights and obligations of the buyer, including timely complaints, suspension of payment and the like, the separate partial deliveries are to be regarded as separate agreements. Complaints or other special provisions relating to other (partial) deliveries do not affect previous or subsequent (partial) deliveries and do not give any right to refuse payment for these other (partial) deliveries.

5.6. In the performance of the agreement, STH depends on the performance of third parties, the availability of raw materials, materials and the market conditions relevant at the time. STH will make every effort to deliver the goods to the buyer. However, STH will give no guarantee as to the actual (ability to) deliver and/or delivery within the stated (indicative) time of delivery.

5.7 Indication of the delivery time is always approximate and is in no case binding on STH and does not constitute a deadline. All (written) agreed delivery times are therefore to be regarded as indicative at all times. The provisions of these conditions prevail over any deviating agreement.

5.8 In case STH does not deliver (part of) the goods to the buyer or does not deliver them within the (indicative) delivery time, the buyer will under no circumstances be entitled to rescind the relevant agreement and/or related agreements (in full or in part), to suspend (in full or in part) his obligations towards STH and/or to claim any compensation for the damage he has suffered and will suffer. The foregoing replaces all (other) rights which the buyer may still be able to invoke under the Civil Code.

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5.9 If STH has agreed with the buyer that delivery will take place on a date yet to be determined by the buyer (delivery on call), call-off will have to take place within the term stipulated in the agreement. If the buyer after a reminder fails to call (in full), STH may either deliver at its own discretion or dissolve (part of) the agreement, all this without prejudice to the right of STH to compensation for loss of profit, which in the event of (partial) dissolution of the agreement is equal to 20% of the lost agreed purchase price excluding VAT.

6 Government regulations, transport regulations and customs regulations

6.1 By placing the order, the buyer declares that he is competent in respect of the goods ordered and that, in accordance with the statutory provisions and other regulations, including in the field of transport and environmental law, he is entitled to receive the goods ordered from STH and/or the carrier and to have them stored and present at the place designated by the buyer, which may include, inter alia, that the buyer has certain environmental permits prescribed by the authorities.

6.2 Should it appear that the buyer does not have any of the permits or consents referred to in the preceding paragraph, or does not otherwise meet any conditions, the buyer will be liable for all damages arising therefrom for STH or the carrier engaged. This includes damages and fines payable by the aforementioned carrier and/or STH to third parties (including government agencies).

6.3 In case of suspected transport damage, the buyer, in consultation with the forwarder, will immediately have an official report drawn up by the said authorities, will make a note of this on the relevant transport documents and will contact STH without delay on pain of forfeiting any claims.

6.4 Unless otherwise agreed in writing with the buyer, the provision or preparation of any customs documentation in any form for the goods delivered or ordered does not form part of the agreement between STH and the buyer.

6.5 The buyer is responsible for the timely preparation, completion, filing, obtaining and correctness of all necessary (customs) documentation for the benefit of the goods delivered or ordered and shall bear the full cost thereof. The buyer shall indemnify STH for any claims, costs or damages resulting from the absence, inaccuracy or delay of these documents

6.7 STH is not liable for any delay in the delivery of ordered goods due to the absence, incorrect delivery or untimely submission of the required customs documents by the buyer and/or a third party appointed by it.

7 Trade/sale of goods

7.1 All goods sold and delivered by STH are exclusively packaged, repackaged or repackaged in (returnable) packaging, unless otherwise agreed in writing. STH does not produce these items itself, but only supplies them to the buyer as an intermediary, unless otherwise stated in writing by STH.

7.2 Upon receipt and processing, the goods shall be subject to a visual inspection only. This inspection does not include a comprehensive quality or content check of the goods.

7.3 STH accepts no liability for any (hidden) defects or damage to the goods or deviations in the (quantity of) the goods that were not visible after the visual inspection, or for damage caused by the use of returnable packaging.

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7.4 The buyer remains responsible for a further inspection of the goods upon receipt and indemnifies STH against all claims relating to defects or damage to the goods or deviations in the (quantity of) the goods which only become apparent after the visual inspection by STH.

7.5 As STH is not the manufacturer of the goods delivered, STH does not accept any liability for manufacturing defects, defects in composition, or any damage arising from the production process of the goods, including but not limited to defects in the chemical composition, purity, opinion or conformity of the goods with legal or industrial standards. Any claims relating to manufacturing defects or defects in the goods should be addressed by the buyer directly to the original manufacturer of the goods or the supplier from whom STH has purchased the goods.

7.6 Nor can STH be held liable for delays, costs or damages arising from defects in the goods before delivery to STH, unless otherwise agreed in writing.

8. Pumping and other work

8.1 STH does not accept any liability for changes in the product specification, loss of quality, or contamination of the liquid substances or items resulting from the filling/overpumping process. This includes, but is not limited to, changes in the chemical composition, viscosity, mixing, and other physical or chemical properties of the liquid substances or items. STH shall perform the pumping, filling or transferring of items on the basis of the information and instructions provided by the buyer or the work site, and STH shall have no obligation to carry out additional tests or quality checks on the liquid substances or items before, during or after the transfer.

8.2 Nor is STH responsible for any incompatibility between the liquid substances and the equipment or connections used for pumping, filling or transferring. Any damage, contamination or other negative effects resulting from such incompatibilities shall be borne entirely by the buyer.

8.3 The buyer acknowledges that when pumping, overpumping or filling liquids, there is always a risk of contamination from external factors, such as the environment of the work site, the condition of the equipment, or the interaction with other liquids that may be present in the same environment. STH will not be liable for any contamination that is not a direct result of intent or gross negligence on the part of STH.

8.4 The connection of the equipment and systems relating to the pumping, transferring or filling of liquid substances shall always be done on the instructions and under the full responsibility of the work site or the party designated by the buyer. STH is not responsible for the correctness, suitability or safety of these connections.

8.5 Pumping, transferring or filling of liquid substances will at all times be carried out to the best knowledge and ability of STH's operator or engineer, taking into account the conditions at the work location and the information available about the liquid substances or items. STH accepts no liability for any damage or loss resulting from incomplete or incorrect information provided by the buyer or the work site.

8.6 All risks relating to the pumping, overpumping or filling of liquid substances or goods, including but not limited to product loss, damage or contamination shall be borne by the buyer, unless otherwise agreed in writing.

8.7 Waiting times arising during or in connection with the performance of the work shall always be borne by the customer unless otherwise agreed in writing. Waiting times shall mean any period

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during which STH or its personnel are unable to perform the work due to circumstances beyond STH's control, such as, but not limited to:

- a. insufficient or incorrect information or instructions from the customer or the work site regarding the pumping, transferring or filling of the liquid substances or items or the nature of the liquid substances;
- b. delay caused by the work site, such as equipment connection problems, insufficient preparation of the work environment or unavailability of the required permits or consents;
- c. security problems or restrictions arising from conditions at the work site, such as evacuations, security checks, or lack of access to the site.

8.8 STH reserves the right to charge waiting times and associated costs separately to the customer based on the applicable rates and conditions. These costs include, but are not limited to, the wage costs of STH's staff, the deployment of equipment and any additional transport and accommodation costs.

8.9 If the customer anticipates possible waiting times, this should be reported to STH in good time and in writing. Any agreements on different cost arrangements should also be recorded in writing and in advance.

8.10 All work shall be carried out under the responsibility of the work site and within the applicable permits of that site, unless otherwise stated in writing. The work site is fully responsible for ensuring that:

- a. all necessary permits, consents and approvals for performing the work are present and valid at the time STH provides its services or delivers the goods;
- b. STH's work is carried out within the limits of the licences granted and in accordance with all applicable statutory and local regulations;
- c. all required safety and environmental measures are taken and that the working environment is suitable, safe and free of obstructions for the performance of the work by STH personnel.

8.11 STH cannot be held liable for any damages, fines, costs or claims arising from the work site's failure to comply with applicable permits or regulations. The customer and the work site shall indemnify STH for all liabilities and claims arising from the failure to comply with these obligations.

8.12 In case STH finds during the execution of the work that the work site does not meet the licensing or safety requirements, STH has the right to suspend the work immediately without any liability for delay or additional costs. Any costs arising from the suspension of the work or necessary adjustments shall be borne entirely by the customer or the work site.

8.13 If the work site fails to comply with responsibilities and obligations regarding permits or safety and this results in damage or delay, STH reserves the right to recover the resulting costs and damages from the customer or the work site.

8.14 The customer is at all times responsible for returning equipment provided by STH or third parties, unless otherwise agreed in writing between the parties. This includes, but is not limited to pumps, hoses, connections, tanks, and other supplies used for the work. The customer shall ensure that:

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a. the equipment is returned in the same condition in which it was delivered, subject to normal wear and tear. The customer shall be liable for any damage, loss or contamination of the equipment incurred during use and shall reimburse all repair or replacement costs.

b. STH or supply barge will be informed as soon as the work is completed so that timely coordination on the collection of the equipment can take place. Collection should take place upon completion of the work or before leaving the site of the work site.

c. provide the customer or work site with the necessary facilities and assistance for the safe and efficient retrieval of the equipment, including access to the work site and any logistical support required to remove and load the equipment.

8.15 If the equipment is not returned within five (5) working days through the fault of the customer or the work site, the provisions of Article 16 of these general terms and conditions shall apply.

8.16 STH reserves the right, in case of damage or loss of the equipment, to recover the full replacement value, repair costs, or cleaning costs from the customer. This includes situations where equipment is contaminated or damaged due to improper use, negligence or lack of maintenance by the customer or work site.

9. Compliance with product specification, complaints

9.1 The buyer is aware that the liquid substances and/or goods are transported in tank lorries or in other ways, whereby the composition of the goods can be influenced by the carrier and/or by pumping in and out, or pumping in and out.

9.2 In view of the provisions of the previous article, the Buyer shall, after making the items available and before the delivered items leave the means of transport (in the case of 5.1) or leave the company premises (in the case of 5.2), check the items visually and by means of chemical analysis for their chemical composition at its own expense and ascertain whether the items are suitable for use or processing by the Buyer. Insofar as the foregoing is not reasonably possible, the inspection referred to in the previous sentence shall take place within 24 hours after the items have been made available and in any case before the items are put into use by the Buyer. In the absence of inspection in accordance with this article, the Buyer shall be deemed to have approved the items delivered.

9.3 Complaints as to whether or not the goods comply with the agreed quantity or product specification must be reported to STH in writing within eight days after the goods have been made available and without any processing or commissioning taking place, accurately stating the nature and ground of the complaints, failing which the buyer will be deemed to have accepted and approved the goods without any reservation. If the buyer has complained, he will have to keep the goods to which this relates separate for STH so that STH can investigate (or have them investigated). The right of complaint lapses through use or processing of the goods.

9.4 Ordered and/or delivered items and/or liquid substances will not be taken back, regardless of the reason

9.5 Orders placed cannot be cancelled or revoked by the Buyer. The Buyer is obliged to pay the full purchase price, regardless of whether it actually takes delivery of the ordered goods or liquid substances.

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9.6 Notwithstanding Articles 9.4 and 9.5, STH may decide to accept a return or cancellation at its discretion and under conditions it shall determine. Any costs associated with such a return or cancellation, such as transport and administration costs, shall be borne in full by the Buyer.

9.6 Should STH be of the opinion that the goods delivered do not meet the product specification agreed with the buyer, will STH collect the aforementioned goods from the buyer at its own expense and still deliver the correct goods. Dissolution of the agreement is expressly excluded in the case mentioned in this article.

9.7 The provisions of this article are without prejudice to STH's right to full performance of the agreement and compensation if the Buyer fails to fulfil its obligations.

10 Liability

10.1 The obligations of STH are limited to what is stated in these conditions. STH will not be liable for damages of any kind and from any cause, incurred by the buyer or third parties in connection with the goods delivered, unless the damage is directly attributable to STH's intent or gross negligence.

10.2 STH's liability for damages, costs or losses on any account whatsoever shall be limited to the amount paid out under STH's insurance policy. This amount shall not exceed EUR 2,500,000 (in words: two million five hundred thousand euros) per event or series of related events.

10.3 If for any reason the insurance pays out an amount lower than EUR 2,500,000 (in words: two million five hundred thousand euros), the total liability of STH in that situation will be limited to the amount actually paid out by the insurance. However, if the insurance does not pay out at all, the liability of STH is limited to the amount of the goods supplied by STH in connection with the relevant event. This amount shall never exceed the total value of the invoice for the goods or services provided.

10.4 The buyer indemnifies STH against all third-party claims related to the work performed or goods supplied by STH, insofar as these claims exceed the amount of EUR 2,500,000 (in words: two million five hundred thousand euro) or are not covered by the insurance.

10.5 STH is in no way liable for damages of any kind on the part of the buyer or third parties on result of the failure to deliver the goods - whether or not within the indicative delivery time stated - in whole or in part, unless the failure is due to intent or gross negligence on the part of STH.

10.6 STH is under no circumstances liable for and cannot be held liable for the parts of delivered products which were not manufactured or produced by STH. In this case, the buyer is only entitled to any warranty to the extent provided by the manufacturer or supplier to STH.

11 Events impeding performance of the agreement

11.1 Non-fulfilment of any obligation shall not be considered a failure attributable to STH if it results from a circumstance beyond STH's control, whether or not foreseeable. Such circumstances include, but are not limited to: operational failure, breakdown of machinery, strike, fire, war, supply and/or transport disruptions, shortage of raw materials, labour or energy, government actions and decisions, Pandemic, epidemic or measures (including those of a foreign government), such as export, import, transport or production bans, natural disasters, fire, explosion, release of hazardous substances or gases, or change in relevant market conditions.

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11.2 STH has the right to terminate the agreement by providing a written notice to the buyer, without the buyer having any claim to compensation, if it is reasonably assumed that the situation, in which STH is unable to comply due to circumstances beyond its control, is of a permanent nature or will last for more than three months.

11.3 A termination, as referred to in the previous paragraph, shall not affect deliveries that have been made prior to the termination, which implies, inter alia, that STH is fully entitled to payment for such deliveries.

11.4 Should STH wish to invoke this article, the buyer will be notified as soon as possible.

12 Insurance

12.1 Where the buyer acts as an intermediary for the sale of the products to be supplied by STH, the buyer shall, at its own expense, obtain appropriate insurance (including but not limited to liability insurance) tailored to the buyer's activities and the nature of the goods purchased from STH. The insurance cover and duration shall cover all potential risks related to the contract and shall waive any right of subrogation against STH. Upon request, the buyer shall provide STH with relevant insurance certificates, and all relevant terms and conditions of such insurance policies.

13 Termination

13.1 either party may, without liability, terminate the agreement with immediate effect by giving a written notice to the other Party if:

- a. the other party commits a material breach of the agreement and (if such breach is correctable) fails to correct such breach within a period of twenty (20) Business Days of receiving written notice to do so.
- b. the other party regularly breaches any of the terms of the agreement in a manner that reasonably indicates a lack of intention or ability to perform the terms of the agreement.
- c. an application has been made, notice given, resolution passed, or judgment passed in relation to the liquidation or bankruptcy of the other party.
- d. the other party suspends or discontinues, or threatens to discontinue, all or a substantial part of its business operations.
- e. the other party has applied for or is undergoing a similar or analogous proceeding, action or event as a result of a debt in any jurisdiction.

13.2 A breach of the provisions of the Conditions shall be deemed to be a material breach for the purposes of Condition 13.1.

13.3 The termination of the agreement shall not affect the accrued rights, remedies, obligations or liabilities of the parties that already existed at the time of termination.

13.4 Upon termination of the agreement, each party shall (i) immediately return to the other party all equipment, materials, documentation and property belonging to the other party that it has received in connection with the agreement entered into; and (ii) upon request, certify in writing to the other party that it has complied with the above requirements.

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13.5 If parts of the delivered products or the contract are not fulfilled at the date of termination, STH as the terminating party may, at its discretion, either extend the delivery time, cancel the delivery or sell the products still to be delivered on the open market, with all losses being passed on to the buyer.

14 Civil liability

14.1 Where the buyer acts as an intermediary for the sale of STH's products, the buyer guarantees that the limitations in liability, exclusions and other applicable provisions as stated in the agreement are transferred to its customers, who in turn are bound to do the same, thereby ensuring that the limitations in liability are maintained until STH's products reach the buyer's end customers.

14.2 To the extent that STH is held liable to a third party in relation to products delivered and/or the agreement, the buyer shall indemnify and continue to indemnify STH to the same extent as STH's liability is limited under the agreement, so that the extent to which STH is held liable for a claim by a third party is limited to the amounts set out in condition 10.2, 10.3 and 10.4.

15 Processing of personal data

15.1 STH uses a separate privacy policy regarding the processing of personal data, which can be consulted on the STH website.

16 Compensation for delay in returning material from STH

16.1 The lessee of equipment or material, of for example, but not limited to, pump equipment, is responsible for returning the leased material to STH in good time. The rented equipment must be returned no later than the agreed-upon end date of the rental period.

16.2 If the lessee fails to return the equipment within the agreed period and this delay is not attributable to STH, the lessee shall owe STH compensation of EUR 200 (in words: two hundred euros) for each day the equipment is returned late.

16.3 The total compensation for delay in returning the rented equipment shall never exceed EUR 20,000 (in words: twenty thousand euros), regardless of the duration of the delay

16.4 The penalty mentioned in articles 16.2 and 16.3 shall not affect the lessee's obligation to return material or their liability for further damage.

16.5 The compensation for delay is due from the first day of delay and must be paid by the lessee within 14 days of the invoice date.

16.6 STH reserves the right, in case of damage or loss of the equipment or material, to recover the full replacement value, repair costs, or cleaning costs from the lessee of equipment or material. This also applies in cases where equipment is soiled or damaged as a result of improper use, negligence, or lack of maintenance by the lessee or third parties engaged by it.

16.6 STH reserves the right, in case of damage or loss of the equipment or material, to recover the full replacement value, repair costs, or cleaning costs from the lessee of equipment or material. This also applies to situations where equipment is soiled or damaged as a result of improper use, negligence or lack of maintenance by the lessee of equipment or material or third parties engaged by it.

General conditions of sale and delivery by the private limited liability company STH B.V.

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These general terms & conditions have been filed with the Chamber of Commerce as of 01-03-2025 and will be sent free of charge to any person requesting them.

17. Storing third-party products

17.1 STH makes no warranty, express or implied, in respect to any goods stored with it on behalf of third parties. This includes, but is not limited to, warranties regarding the condition, quality, safety, fitness for a particular purpose, or conformity of such goods.

17.2 STH shall not be liable for damage, loss, theft, or any other form of depreciation of the goods stored with it on behalf of third parties. This applies regardless of the cause of the damage or loss, including but not limited to fire, flooding, burglary, vandalism, or any other contingency.

17.3 The third party for whom the goods are stored shall bear full responsibility and risk in relation to such goods at all times. It is the responsibility of this third party to ensure adequate insurance and security of the goods if necessary.

17.4 Under no circumstances will STH be liable for any direct, indirect, incidental, special, or consequential damages arising from the storage of goods for the benefit of third parties, even if STH had been informed of the possibility of such damages.

17.5 The third party shall indemnify STH against all claims, losses, liabilities, costs, and expenses (including reasonable legal fees) arising out of or in connection with the storage of goods on behalf of such third party at STH.

18: Spam messages and other cyber attacks.

18.1 STH shall not be liable for any damage, loss, or expense arising from or related to spam messages, phishing, malware, viruses, or any other form of cyber-attacks or hacks. This includes, but is not limited to, damage to hardware, software, loss of data, loss of revenue, or harm to reputation.

18.2 STH's customer acknowledges the inherent risks of electronic communications, including but not limited to, the risks posed by spam messages and other cyber-attacks. The customer agrees that the use of electronic communications with STH is at their own risk.

18.3 It is the responsibility of STH's customer to implement adequate security measures to protect their own systems and data from spam messages, viruses, malware, and other forms of cyber-attacks. This may include installing anti-virus software, regularly updating systems, and implementing strong passwords and other security protocols.

18.4 The customer shall indemnify STH against all claims, losses, liabilities, costs and expenses (including reasonable legal fees) arising from or related to damage caused by spam messages, malware, viruses, or other cyber-attacks.

18.5 STH does not warrant that access to its services, website, or electronic communications will be uninterrupted, timely, secure, or error-free. STH shall not be liable for any interruptions, delays, or errors in electronic communications.

19 Advisory work

19.1 If STH provides advice, the advice provided by STH is based on the information provided by the customer and the circumstances known at the time of advice. STH is not responsible for incorrect or incomplete advice resulting from faulty or incorrect information provided by the customer.

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19.2 The customer shall at all times be solely responsible for obtaining the necessary permits and complying with all applicable legal and regulatory requirements relating to the performance of the work arising from the advice provided by STH. This includes, but is not limited to, environmental permits, safety regulations and other relevant legislation at local, national or international level.

19.3 STH cannot be held liable for any damages, costs or legal consequences resulting from the customer's failure to obtain the required permits or from the customer's failure to comply with applicable laws and regulations when carrying out the work. The customer is himself responsible for compliance with all regulations and indemnifies STH against any claims, fines, or damages arising therefrom.

19.4 STH accepts no liability for direct or indirect damage, consequential damage, loss of profits or other consequences arising from the application of its advice or the information provided. The customer acknowledges that STH's advice and recommendations are purely advisory in nature and do not guarantee success or full compliance with legal requirements.

19.5 It is the responsibility of the customer to ensure that all advice and recommendations provided by STH are checked against applicable laws and regulations and to take all necessary measures to ensure conformity with these regulations. In doing so, the customer should seek legal or technical advice where necessary to ensure that the proposed measures fully comply with legal requirements.

19.6 The customer acknowledges that STH has no responsibility for the implementation of the advice and that the customer follows the advice at their own risk and responsibility. STH accepts no liability for any consequences arising from the customer's application of the advice or information.

20 Final provisions

20.1 All offers, agreements and performance thereof to which these terms and conditions apply shall be governed exclusively by Dutch law. Applicability of the Vienna Sales Convention (CISG) is expressly excluded.

20.2 All disputes, including those which are only considered as such at the discretion of one of the parties involved, arising from or related to an agreement to which these terms and conditions apply, shall be resolved exclusively by the competent court in the district of Zeeland-West Brabant, located in Breda, the Netherlands.