

GENERAL TERMS AND CONDITIONS

SUSTHANE B.V.

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SusThane B.V.
Larenweg 56
5234 KC 's-Hertogenbosch
The Netherlands

Chamber of Commerce (KvK): 97860611
VAT: NL868264088B01
Website: susthane.nl
Email: info@susthane.nl

These General Terms and Conditions apply exclusively to transactions with business customers (B2B), including the sale and supply of equipment, spare parts, biomass, biological products, nutrients, micronutrients, chemicals, process additives and other goods, as well as engineering and services.

1. DEFINITIONS

1.1 SusThane means SusThane B.V., having its registered office in 's-Hertogenbosch, the Netherlands.

1.2 Customer means any legal entity or person acting in the course of a business or profession that requests or purchases goods, equipment, biomass, nutrients, micronutrients, process additives, engineering, consultancy, services or other deliverables from SusThane.

1.3 Agreement means any agreement between SusThane and the Customer, including any accepted quotation, proposal, order confirmation, purchase order accepted by SusThane, service agreement or other written agreement.

1.4 Products means all equipment, components, spare parts, materials, biomass, biological products, nutrients, micronutrients, chemicals, process additives, software, documentation and other goods supplied by or on behalf of SusThane.

1.5 Biological Products means biomass and other products of biological origin whose characteristics may naturally vary or change over time.

1.6 Services means all engineering, consultancy, design, supervision, commissioning, start-up, training, operational support, troubleshooting, laboratory or pilot work and other services performed by SusThane.

2. APPLICABILITY

2.1 These General Terms and Conditions apply to all quotations, proposals, offers, Agreements, sales, deliveries and Services of SusThane.

2.2 The applicability of any general, purchasing or other terms and conditions of the Customer is expressly rejected, unless SusThane has explicitly accepted such terms in writing.

2.3 Acceptance of a quotation, placement of an order or commencement of performance shall constitute acceptance of these General Terms and Conditions where they have been made available to the Customer before conclusion of the Agreement.

2.4 Deviations from these General Terms and Conditions are valid only if expressly agreed in writing by SusThane.

2.5 In the event of a conflict, the following order of precedence shall apply unless expressly agreed otherwise in writing:

- a. a specifically negotiated and signed Agreement between SusThane and the Customer;
- b. SusThane's order confirmation;
- c. SusThane's final quotation or proposal;
- d. these General Terms and Conditions;
- e. the Customer's purchase order solely insofar as it contains project-specific administrative information and does not conflict with any of the foregoing documents.

Terms printed or referenced in a Customer purchase order shall not apply merely because SusThane acknowledges or performs such purchase order.

3. QUOTATIONS AND FORMATION OF AGREEMENT

3.1 All quotations and proposals are non-binding unless expressly stated otherwise.

3.2 Unless otherwise specified, quotations are valid for thirty (30) days from their date.

3.3 An Agreement is concluded only when SusThane confirms an order in writing, the parties sign an Agreement, or SusThane commences performance following acceptance of its quotation.

3.4 Information contained in brochures, websites, drawings, calculations, process descriptions, technical documents and other general information is indicative only unless expressly incorporated into the Agreement.

3.5 Changes requested after conclusion of the Agreement may result in adjustments to price, scope, delivery time and other conditions.

4. SCOPE OF SUPPLY AND SERVICES

4.1 SusThane shall perform the agreed scope with reasonable professional skill and care and in accordance with the specifications expressly agreed in writing.

4.2 Any item, activity or service not expressly included in SusThane's scope shall be deemed excluded.

4.3 Unless expressly included in the applicable quotation or Agreement, SusThane's scope does not include civil works, foundations, buildings, electrical infrastructure, utilities, permits, unloading, installation, cranes, local labour, chemicals, biomass, laboratory analyses, taxes, duties or other third-party services. This exclusion does not prevent such items from constituting Products where expressly offered and sold by SusThane.

4.4 Additional work and changes in scope shall be charged separately at the applicable rates or at a price agreed between the parties.

5. CUSTOMER INFORMATION AND RESPONSIBILITIES

5.1 The Customer shall timely provide all information, specifications, wastewater data, analyses, drawings, utilities information, site conditions and other information reasonably required by SusThane.

5.2 SusThane is entitled to rely on information provided by the Customer or third parties acting on its behalf.

5.3 SusThane shall not be liable for consequences resulting from inaccurate, incomplete, inconsistent or late information supplied by the Customer or third parties.

5.4 The Customer shall provide timely and safe access to the site, adequate utilities, qualified personnel, permits and all other facilities reasonably necessary for SusThane to perform its obligations.

5.5 Delays or additional costs resulting from circumstances attributable to the Customer shall entitle SusThane to an appropriate extension of time and reimbursement of the resulting additional costs.

6. PRICES, TAXES AND PAYMENT

6.1 All prices are exclusive of VAT, sales tax, withholding tax, import duties, customs charges, levies and similar governmental charges unless expressly stated otherwise.

6.2 Payment shall be made in accordance with the payment schedule stated in the quotation, order confirmation or Agreement.

6.3 Unless otherwise agreed, invoices are payable within fourteen (14) calendar days from the invoice date, without deduction, set-off or suspension.

6.4 Payment obligations are not conditional upon payment to the Customer by any third party.

6.5 If the Customer fails to pay an amount when due, the Customer shall be in default without further notice being required.

6.6 From the due date, SusThane is entitled to statutory commercial interest under Dutch law, as well as reasonable extrajudicial and judicial collection costs.

6.7 SusThane may suspend manufacture, procurement, delivery, Services, commissioning, documentation or other performance if invoices are overdue or if SusThane reasonably considers the Customer's ability to pay to have materially deteriorated.

6.8 Such suspension shall not constitute a breach by SusThane and any resulting delay and reasonable costs shall be for the Customer's account.

7. DELIVERY AND TRANSFER OF RISK

7.1 Unless otherwise expressly agreed, delivery of Products shall be EXW SusThane's designated facility (Incoterms 2020).

7.2 Risk passes to the Customer in accordance with the agreed Incoterm.

7.3 The Customer is responsible for transport, insurance, export/import formalities, customs clearance, duties, taxes, unloading and, where relevant, suitable temperature, storage and handling conditions unless expressly included in SusThane's scope.

7.4 Delivery dates and schedules are estimates unless expressly agreed in writing as binding.

7.5 SusThane shall not be liable for delay caused by suppliers, carriers, authorities, Customer actions or omissions, force majeure or other circumstances beyond SusThane's reasonable control.

7.6 Partial deliveries are permitted unless expressly excluded in the Agreement.

7.7 For Products sold by weight, volume or concentration, commercially reasonable variations and measurement tolerances are permitted unless a specific tolerance is expressly agreed.

8. RETENTION OF TITLE

8.1 Title to Products supplied by SusThane shall remain with SusThane until the Customer has fully paid all amounts due in connection with the relevant Products and, to the extent permitted by applicable law, all related obligations owed to SusThane.

8.2 Until title has passed, the Customer shall properly store and identify the Products and shall not pledge or otherwise encumber them.

8.3 The Customer shall cooperate with all reasonable measures required to protect SusThane's ownership rights.

9. INSPECTION, SAMPLING AND ACCEPTANCE

9.1 The Customer shall inspect delivered Products and completed Services promptly upon delivery or completion.

9.2 Visible defects, shortages, transport damage or obvious non-conformities must be notified to SusThane in writing without undue delay and, in any event, within five (5) business days after delivery.

9.3 For Biological Products, nutrients, micronutrients, chemicals and process additives, any claim concerning quantity, apparent condition or an agreed delivery specification must be notified as soon as reasonably possible after receipt and, where the nature of the Product may change during storage or use, before the Product is materially mixed, dosed, processed or otherwise altered. The Customer shall preserve representative samples where reasonably possible.

9.4 Hidden defects must be reported promptly after discovery.

9.5 A notification shall describe the alleged defect in reasonable detail and include available supporting information, including relevant delivery records, photographs, sampling records and analytical results where applicable.

9.6 Where a quality dispute depends on sampling or analysis, conformity shall be determined in accordance with the applicable SusThane Standard Methods, unless an alternative sampling or analytical method has been expressly agreed by SusThane in writing before delivery. SusThane shall be given a reasonable opportunity to inspect the Product and/or a representative sample before disposal, use, mixing or alteration.

9.7 Use, commissioning or incorporation of Products does not prejudice legitimate claims concerning hidden defects, but the Customer shall take reasonable measures to prevent additional damage.

10. WARRANTY

10.1 Unless otherwise agreed in writing, SusThane warrants that Products manufactured or supplied by SusThane will materially conform to the specifications expressly agreed for those Products at the agreed point of delivery.

10.2 For equipment and durable components, the standard warranty period is twelve (12) months after commissioning or eighteen (18) months after delivery, whichever occurs first, unless another period is expressly agreed.

10.3 The warranty period in Article 10.2 does not apply to Biological Products, nutrients, micronutrients, chemicals, process additives, consumables or other Products whose characteristics are inherently affected by time, storage, transport, handling or use. Such Products are warranted only to conform materially to the expressly agreed delivery specification at the agreed point of delivery, subject to any agreed shelf life or expiry date.

10.4 For third-party components or products, SusThane's warranty obligation shall, to the extent legally permissible, be limited to the warranty or remedy available from the original manufacturer or supplier, unless SusThane expressly provides a different warranty in writing.

10.5 Warranty does not cover normal wear and tear, natural biological variation, consumables, deterioration after transfer of risk, corrosion or deterioration caused by process conditions outside the agreed design basis, improper transport, storage, installation, operation, handling or maintenance, unauthorised modification, incorrect chemicals or utilities, accidents or Customer negligence.

10.6 SusThane's obligation under a valid warranty claim shall, at SusThane's option, be limited to repair, replacement, re-supply, credit of the affected Product, or re-performance of the defective Service, as appropriate.

11. BIOLOGICAL PRODUCTS, BIOMASS, NUTRIENTS AND PROCESS ADDITIVES

11.1 Biomass is a biological product and is inherently subject to natural variation. Unless expressly agreed otherwise in writing, specifications relating to activity, solids content, volatile solids, settleability, granule characteristics, appearance or other biological properties apply at the agreed point of delivery and shall be assessed in accordance with SusThane's standard sampling, sample handling, preservation and analytical methods applicable to the relevant Product at the time of delivery (the SusThane Standard Methods). Any alternative sampling or analytical method shall apply only if expressly agreed by SusThane in writing prior to delivery.

11.2 SusThane does not warrant the performance, activity or condition of biomass after transfer of risk to the extent it may be affected by transport time, temperature, oxygen exposure, storage, contamination, mixing, wastewater composition, toxicity, pH, nutrient availability, hydraulic or organic loading, reactor design, operating conditions, operator actions or other circumstances outside SusThane's reasonable control.

11.3 Unless expressly stated as a guaranteed performance obligation in the Agreement, the supply of biomass does not constitute a guarantee of start-up time, treatment capacity, COD removal, biogas production, sludge growth, granulation or overall plant performance.

11.4 Nutrients, micronutrients, chemicals and process additives shall materially conform to the expressly agreed product specification at the agreed point of delivery. Recommendations regarding selection, dosage or application are based on information available to SusThane and do not constitute a guarantee of process performance unless expressly agreed in writing.

11.5 Following transfer of risk, the Customer is responsible for proper transport, handling, storage, preservation, dosing and use of Biological Products, nutrients, micronutrients, chemicals and process additives and for compliance with applicable product information and safety instructions.

11.6 The Customer is responsible for determining that Products are suitable and legally permitted for the Customer's intended local use, unless SusThane has expressly undertaken that responsibility in writing.

11.7 Where packaging, drums, IBCs, tanks or other containers are returnable or subject to deposits, the applicable return, cleaning, transport and deposit arrangements shall be as stated in the quotation or Agreement.

11.8 All warranties, guarantees and representations concerning the quality, characteristics or conformity of biomass, nutrients, micronutrients and other biological or process products supplied by SusThane shall be assessed exclusively on the basis of sampling and laboratory testing performed by SusThane or by an independent laboratory designated or approved in writing by SusThane.

11.9 Laboratory analyses, test results or samples obtained independently by the Customer or any third party shall not constitute a basis for establishing non-conformity or a warranty claim unless SusThane has approved the relevant sampling, sample handling, preservation and analytical procedure in writing. Results from samples that were not taken, handled, preserved and analysed in accordance with the applicable SusThane Standard Methods shall not, by themselves, constitute evidence of non-conformity.

11.10 In the event of a dispute regarding Product quality or conformity, SusThane shall be entitled to have a representative sample analysed by an independent laboratory designated by SusThane. The results of such independent analysis shall be final and binding upon the parties with respect to the parameters tested, except in the case of manifest error. For the avoidance of doubt, determination of Product conformity under this Article does not constitute or imply a guarantee of overall process or plant performance.

12. PROCESS PERFORMANCE

12.1 Wastewater and biological treatment performance depends on wastewater composition, loading, temperature, pH, nutrients, toxicity, operating conditions, upstream processes, utilities, operator performance and other site-specific factors.

12.2 Performance figures, design values or guarantees shall be binding only when expressly identified as guaranteed values in the Agreement and only when all agreed design and operating conditions are satisfied.

12.3 Changes in influent characteristics or operating conditions outside the agreed design basis may affect performance and relieve SusThane from the relevant performance obligations to the extent affected.

12.4 General information on SusThane's website, presentations, brochures, references or previous projects shall not constitute a performance guarantee for another project.

13. COMMISSIONING AND START-UP

13.1 Where commissioning or start-up assistance is included, the Customer shall ensure that the installation is mechanically complete, safe, accessible and ready for commissioning before SusThane personnel attend site.

13.2 Waiting time, additional visits and additional work resulting from site conditions, incomplete installation, unavailable utilities or circumstances outside SusThane's control may be charged additionally.

13.3 Commissioning assistance by SusThane does not transfer responsibility for safe plant operation from the Customer to SusThane.

14. INTELLECTUAL PROPERTY

14.1 All intellectual property rights relating to SusThane technologies, processes, designs, calculations, drawings, software, know-how, engineering methods, documentation and other materials remain exclusively vested in SusThane or its licensors.

14.2 Payment for Products or Services does not transfer intellectual property rights unless expressly agreed in writing.

14.3 The Customer receives only a non-exclusive, non-transferable right to use project-specific documentation to operate and maintain the installation for which it was supplied.

14.4 The Customer may not, without SusThane's prior written consent, copy, reproduce, disclose, commercialise, reverse engineer or use SusThane documentation, designs or know-how for construction, replication, modification or procurement of another installation.

14.5 SusThane remains free to use its general know-how, experience, concepts, methods and non-customer-specific engineering in other projects.

15. CONFIDENTIALITY

15.1 Each party shall keep confidential all technical, commercial and other confidential information received from the other party.

15.2 Confidential information may be disclosed only to employees, advisers, subcontractors and affiliated companies that reasonably require such information and are subject to appropriate confidentiality obligations.

15.3 This obligation does not apply to information that is publicly available other than through breach of confidentiality, was lawfully known beforehand, was independently developed or must be disclosed by law or competent authority.

15.4 Confidentiality obligations shall survive termination of the Agreement for five (5) years, while trade secrets shall remain protected for as long as they qualify as trade secrets under applicable law.

16. LIABILITY

16.1 SusThane shall be liable only for direct damage that is attributable to a failure by SusThane in performing its contractual obligations and for which SusThane is legally liable.

16.2 To the maximum extent permitted by law, SusThane shall not be liable for indirect or consequential damage, including loss of production, loss of profit, loss of revenue, loss of contracts, loss of use, business interruption, loss of data, financing costs or claims of third parties.

16.3 Except in cases where limitation is prohibited by mandatory law, SusThane's aggregate liability arising from or in connection with an Agreement shall not exceed the amount paid or payable to SusThane under the part of the Agreement giving rise to the claim, with an overall maximum equal to the total contract value.

16.4 Nothing in these General Terms and Conditions excludes liability to the extent that such liability cannot legally be excluded or limited.

16.5 The Customer shall take reasonable measures to mitigate any loss or damage.

17. INDEMNIFICATION

17.1 The Customer shall indemnify SusThane against third-party claims arising from the Customer's transport, storage, handling, dosing, use, operation, modification or integration of Products or Services, except to the extent such claim is directly attributable to SusThane and SusThane is liable under the Agreement.

18. FORCE MAJEURE

18.1 Neither party shall be liable for failure or delay caused by circumstances beyond its reasonable control.

18.2 Such circumstances may include natural disasters, fire, flood, epidemic, pandemic, war, terrorism, civil unrest, sanctions, embargoes, governmental measures, strikes, transport disruption, shortage of materials, energy interruption, cyber incidents and failure or delay of suppliers where such failure is caused by circumstances beyond reasonable control.

18.3 The affected party shall notify the other party as reasonably practicable.

18.4 Performance obligations affected by force majeure shall be suspended for the duration of the event and the applicable schedule shall be reasonably extended.

18.5 If force majeure continues for more than ninety (90) consecutive days and materially prevents performance, either party may terminate the affected unperformed part of the Agreement by written notice, without liability for such termination. Amounts due for work already performed, Products procured or manufactured, and unavoidable commitments remain payable.

19. SUSPENSION AND TERMINATION

19.1 SusThane may suspend performance or terminate all or part of an Agreement if the Customer:

- a. fails to make payment when due;
- b. materially breaches the Agreement and fails to remedy such breach within a reasonable period after written notice;
- c. becomes insolvent, enters bankruptcy, liquidation or similar proceedings; or
- d. materially jeopardises safe or lawful performance.

19.2 Upon termination, all amounts due for work performed, Products supplied or ordered, committed costs and reasonable termination costs become immediately payable.

19.3 Termination does not affect rights and obligations accrued before termination.

20. COMPLIANCE WITH LAW

20.1 Each party shall comply with laws and regulations applicable to its own activities under the Agreement.

20.2 The Customer is responsible for local permits, environmental approvals, import requirements, product registrations and legal requirements relating to importation, storage, handling, installation, dosing, use and operation at the project location unless expressly included in SusThane's scope.

20.3 Neither party shall be required to perform an obligation where such performance would violate applicable sanctions, export-control, anti-bribery or other mandatory laws.

21. SUBCONTRACTING

21.1 SusThane may engage qualified subcontractors and suppliers for performance of any part of its obligations and remains responsible for its contractual obligations in accordance with the Agreement.

22. ASSIGNMENT

22.1 The Customer may not assign or transfer the Agreement or any rights or obligations thereunder without SusThane's prior written consent. SusThane may assign the Agreement to an affiliated company or as part of a transfer of the relevant business activities.

23. SEVERABILITY

23.1 If any provision of these General Terms and Conditions is held invalid or unenforceable, the remaining provisions shall remain in effect. The invalid provision shall, to the extent possible, be replaced by a valid provision that most closely reflects its commercial purpose.

24. NO WAIVER

24.1 Failure or delay by SusThane in exercising any right shall not constitute a waiver of that right.

25. APPLICABLE LAW

25.1 All quotations, Agreements and these General Terms and Conditions shall be governed exclusively by the laws of the Netherlands.

25.2 The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

26. DISPUTE RESOLUTION

26.1 The parties shall first attempt in good faith to resolve any dispute through consultation between authorised senior representatives.

26.2 If a dispute cannot be resolved amicably, it shall be finally settled by arbitration in accordance with the Arbitration Rules of the Netherlands Arbitration Institute (NAI).

26.3 The seat of arbitration shall be Amsterdam, the Netherlands.

26.4 The language of the arbitration shall be English.

26.5 The arbitral tribunal shall consist of one arbitrator unless the parties agree otherwise or the applicable arbitration rules require otherwise.

26.6 Nothing in this article prevents either party from seeking urgent or conservatory relief from a competent court.

27. LANGUAGE

27.1 These General Terms and Conditions are drawn up in English. If a translation is provided, the English version shall prevail in the event of inconsistency, unless mandatory law requires otherwise.

28. FINAL PROVISIONS

28.1 These General Terms and Conditions may be made available electronically and may be downloaded and stored by the Customer.

28.2 The version applicable to an Agreement is the version provided or made available to the Customer before or at the time the Agreement is concluded.

28.3 Amendments to these General Terms and Conditions shall not retroactively alter existing Agreements unless expressly agreed in writing.

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