GENERAL TERMS AND CONDITIONS

SVpestcontrol / SV Ongediertebestrijding

Version: November 2026

This English text is a translation of the Dutch version. In case of any discrepancy, the Dutch version prevails.

Article 1 – Definitions and applicability

1. In these general terms and conditions, the following definitions apply: (a) "SVpestcontrol": SV Ongediertebestrijding, a sole proprietorship (eenmanszaak), trading as SVpestcontrol, having its registered office at Da Costastraat 88E, 1053 ZR Amsterdam, the Netherlands, registered with the Dutch Chamber of Commerce (KvK) under number 61.95.75.69; (b) "Customer": the natural person or legal entity that enters into an agreement with SVpestcontrol or is in negotiations to do so; (c) "Consumer": a Customer who is a natural person not acting in the course of a profession or business; (d) "Agreement": any agreement between SVpestcontrol and the Customer concerning the supply of goods or services.

2. These terms apply to all offers, quotations and agreements of SVpestcontrol and to all (legal) acts arising therefrom.

3. Any general terms and conditions of the Customer do not apply and are expressly rejected, unless SVpestcontrol has accepted their applicability in writing.

4. If any provision of these terms is found to be wholly or partially invalid or unenforceable, the remaining provisions shall remain in full force. The parties shall then enter into consultation to replace the invalid or unenforceable provision with a valid one that, as far as possible, has the same intent.

5. In the event of any discrepancy between the Dutch version of these terms and any translation thereof, the Dutch version shall prevail.

6. For Consumers, the special provisions of Article 14 apply in addition to these terms. In the event of conflict, those special provisions prevail.

Article 2 – Offer, agreement and modification

1. All offers and quotations made by SVpestcontrol are without obligation and valid for 30 days from their date, unless a different term is stated in the offer.

2. An agreement is concluded once SVpestcontrol has confirmed the Customer’s order in writing (including by e-mail) or has actually started performing the work.

3. Manifest errors or clerical mistakes in an offer, quotation or confirmation are not binding on SVpestcontrol.

4. If during performance of the agreement it becomes apparent that, for proper performance, it is necessary to modify or supplement the agreement, the parties shall promptly amend the agreement by mutual consultation. Any resulting additional costs shall be specified by SVpestcontrol and settled on a fair basis.

5. The Customer’s rights and obligations under the agreement may not be transferred without the prior written consent of SVpestcontrol.

Article 3 – Prices and price changes

1. All prices used by SVpestcontrol are in euros and exclusive of VAT, transport, shipping and any other ancillary costs, unless expressly stated otherwise.

2. SVpestcontrol is entitled to pass on to the Customer any price-changing circumstances arising after the conclusion of the agreement, including increases in purchase prices, wages, transport, storage or energy costs, taxes and other government levies, insurance premiums and changes in currency rates.

3. For agreements with a term exceeding 12 months, the price may be indexed annually based on the consumer price index (CPI) of Statistics Netherlands (CBS) or on actual cost increases.

4. For Consumers: a price increase within 3 months of entering into the agreement entitles the Consumer to terminate the agreement, unless the right to increase the price arises from a statutory provision.

Article 4 – Delivery of goods, ownership and transfer of risk

1. Unless expressly agreed otherwise in writing, the delivery of goods takes place in accordance with Incoterms 2020, delivery condition DAP (Delivered at Place), to the address specified by the Customer.

2. Unless expressly agreed otherwise in writing, transport is for the account and risk of the Customer. For Consumers, the risk lies with SVpestcontrol until the moment of actual delivery.

3. Stated delivery times are approximate and never of the essence, unless expressly agreed otherwise in writing.

4. If the Customer fails to take delivery of the goods at the agreed time, the Customer must notify SVpestcontrol in writing as soon as possible. SVpestcontrol is then entitled to store the goods at the Customer’s account and risk.

5. All goods delivered to the Customer remain the property of SVpestcontrol until all amounts owed by the Customer to SVpestcontrol, on whatever basis, have been paid in full.

6. The risk of loss, theft or damage to the goods passes to the Customer at the moment of actual delivery, except for Consumers as referred to in paragraph 2.

Article 5 – Performance of services

1. The work performed by SVpestcontrol — including, without limitation, pest control, gas treatment, monitoring, advice and reporting (jointly: "the Work") — is carried out by or under the supervision of qualified, certified personnel.

2. SVpestcontrol is entitled to have the Work carried out by third parties under its own responsibility.

3. The Customer must inform SVpestcontrol in writing in advance of any particularities of the location, the presence of people and animals, allergies, food processing and any other circumstances that may affect the Work.

4. The Customer shall provide SVpestcontrol with free access to all relevant rooms, premises and facilities and shall make the necessary utilities (water, electricity) available free of charge. Any refusal or impediment of access does not relieve the Customer from the obligation to pay.

5. The Customer undertakes to follow all instructions of SVpestcontrol diligently, including those concerning hygiene, food safety and the management of waste, stock and space. If the Customer fails to do so, SVpestcontrol is entitled to charge the resulting additional costs.

6. Unless expressly agreed otherwise in writing, performance times are approximate. SVpestcontrol shall use reasonable efforts to ensure timely performance.

7. If the Work cannot take place (in time) due to circumstances within the Customer's sphere of risk, the Customer shall remain liable for the agreed price and additional costs may be charged.

Article 6 – Integrated Pest Management (IPM) and sustainability

1. SVpestcontrol works in accordance with the principles of Integrated Pest Management (IPM), as laid down in EU Directive 2009/128/EC and the Dutch Plant Protection Products and Biocides Act, among others. This means that prevention, monitoring and non-chemical measures take precedence; biocides are used only when necessary and always by or under the supervision of a certified pest controller.

2. The Customer acknowledges that effective pest management is a shared responsibility. SVpestcontrol may provide advice on structural exclusion measures, hygiene and process changes; their implementation is at the Customer's expense, unless agreed otherwise.

3. Given the nature of pest management — involving live organisms, behaviour, environmental factors and re-infestation — SVpestcontrol does not guarantee any specific (end) result. SVpestcontrol commits to a best-efforts obligation in line with the state of the art and applicable guidelines.

4. SVpestcontrol seeks to minimise the use of rodenticides and pesticides and applies the IPM stepwise approach: monitor, exclude, control and evaluate.

Article 7 – Additional and reduced work

1. Work or supplies that are not included in the agreement and are requested by the Customer, or that have become necessary pursuant to Article 5 paragraph 5, qualify as additional work and shall be charged on a fair basis.

2. A failure by SVpestcontrol to charge for additional or reduced work immediately does not deprive SVpestcontrol of the right to do so at a later stage.

Article 8 – Payment

1. SVpestcontrol is entitled at all times to require full or partial (advance) payment before the performance of (part of) the Work or the delivery of goods.

2. Unless agreed otherwise, the following payment term applies: (a) Consumers pay immediately upon or after performance of the work; (b) business Customers, including hospitality and commercial customers, pay within 30 days of the invoice date in the manner indicated by SVpestcontrol.

3. For business Customers (B2B): the Customer is not entitled to invoke set-off or suspension of its payment obligation. For Consumers, statutory provisions apply in full.

4. If the Customer fails to pay an amount due within the agreed payment term, the Customer is automatically in default. From the moment of default, business Customers owe statutory commercial

interest as referred to in Article 6:119a of the Dutch Civil Code; for Consumers, the statutory interest of Article 6:119 of the Dutch Civil Code applies.

5. If the Customer remains in default despite a reminder, SVpestcontrol is entitled to refer the claim for collection. The Customer shall then, in addition to the principal sum and interest, reimburse the extrajudicial collection costs, for Consumers in accordance with the Dutch Decree on extrajudicial collection costs (BIK).

Article 9 – Complaints

1. The Customer must notify SVpestcontrol of any complaints regarding the goods supplied or work performed in writing (including by e-mail) as soon as possible, and in any event within 14 days of discovery, stating the nature and extent of the complaint.

2. For Consumers, a notification "within a reasonable time" as referred to in Article 7:23 of the Dutch Civil Code is considered timely; a notification within two months of discovery is in any case timely.

3. On first request, the Customer shall grant SVpestcontrol access to the relevant goods or locations so that SVpestcontrol can determine the nature and extent of the complaint.

4. If a complaint is well-founded, SVpestcontrol shall perform the Work as agreed or remedy the defect, unless this has demonstrably become pointless for the Customer. In that case, at the option of SVpestcontrol, an appropriate credit note may be issued.

Article 10 – Force majeure

1. Force majeure means any failure to perform the agreement that is not attributable to SVpestcontrol because it is not due to its fault, nor for its account by virtue of law, legal act or generally accepted standards.

2. Force majeure includes (but is not limited to):

a) war, terrorism, riot, fire or occupation of premises;

b) disruptions in the regular supply of raw materials, water, electricity or fuels, both generally and specifically affecting suppliers of SVpestcontrol;

c) epidemics, pandemics and related government measures;

d) cyberattacks and disruptions of IT or telecom infrastructure;

e) shortages of personnel due to illness, quarantine or strikes;

f) extreme weather or traffic conditions preventing safe performance.

3. In the event of force majeure, SVpestcontrol’s obligations are suspended for the duration of the force majeure, without SVpestcontrol being liable for any damages. If the force majeure situation lasts more than 60 days, either party may terminate the agreement, without either being liable for damages towards the other.

Article 11 – Warranties and liability

1. Statements made by or on behalf of SVpestcontrol regarding the quality of the Work, the products used or the goods supplied only constitute a warranty if expressly designated as such in writing.

2. Given the nature of pest management, SVpestcontrol does not guarantee any specific result (see Article 6 paragraph 3).

3. SVpestcontrol is liable only for direct damage that is the immediate consequence of an attributable failure to perform the agreement. Any liability of SVpestcontrol is limited to the amount paid out by its liability insurer in the relevant case, plus the deductible. If for whatever reason no payment is made by the insurer, liability is limited to the amount invoiced by SVpestcontrol to the Customer in the 6 months preceding the event causing the damage, with a maximum of € 25,000 per event or series of related events.

4. SVpestcontrol is not liable for indirect damage, consequential loss, loss of profit, missed savings, business interruption, reputational damage or damage from business stagnation.

5. The limitations of liability in this article do not apply if the damage results from intent or wilful recklessness on the part of SVpestcontrol or its management, nor to the extent that mandatory provisions of law — including those concerning Consumers — preclude them.

6. The Customer indemnifies SVpestcontrol against third-party claims to the extent that such claims relate to the performance of the agreement and are not attributable to intent or wilful recklessness on the part of SVpestcontrol.

Article 12 – Notice, termination and dissolution

1. SVpestcontrol is entitled to terminate agreements with a fixed or indefinite term in writing, observing a notice period of 2 months.

2. For business Customers (B2B): an agreement for an indefinite term may be terminated by the Customer in writing observing a notice period of 3 (three) months. A fixed-term agreement is automatically renewed for the same term, unless the Customer terminates in writing at least 3 (three) months before the end of the term.

3. For Consumers: after an initial term, the agreement may be terminated at any time observing a notice period of no more than one month, in accordance with the Dutch Wet van Dam (Article 7:236 et seq. and Article 6:236 sub j and k of the Dutch Civil Code). Tacit renewal will only take place for an indefinite period subject to that notice period.

4. SVpestcontrol is entitled, without notice of default and without judicial intervention, to fully or partially dissolve the agreement with immediate effect if:

a) the Customer applies for or is granted suspension of payments;

b) the Customer files for bankruptcy or is declared bankrupt;

c) the Customer’s business is liquidated or discontinued;

d) a substantial part of the Customer’s assets is seized, or the Customer can otherwise no longer be considered able to fulfil its obligations;

e) continuation of the relationship would reasonably lead to reputational or image damage for SVpestcontrol.

5. Amounts that SVpestcontrol has invoiced or is still entitled to invoice at the time of dissolution remain fully due and become immediately payable.

Article 13 – Processing of personal data (GDPR)

1. SVpestcontrol processes personal data of the Customer and its staff in accordance with the General Data Protection Regulation (GDPR) and the Dutch GDPR Implementation Act.

2. Personal data is processed for the performance of the agreement, customer administration, invoicing, compliance with statutory obligations (including logbook obligations under biocides legislation) and for relationship management on the basis of legitimate interest.

3. Personal data is not retained longer than necessary and in any event no longer than required by statutory retention periods.

4. SVpestcontrol implements appropriate technical and organisational measures to protect personal data against loss and unlawful processing.

5. Where SVpestcontrol processes personal data on behalf of the Customer in respect of which the Customer is the data controller, the parties shall, on request, conclude a data processing agreement.

6. The Customer and data subjects may exercise their rights of access, rectification, erasure, restriction, objection and data portability via info@svpestcontrol.nl. The full privacy statement is available at www.svpestcontrol.nl.

Article 14 – Special provisions for Consumers

1. If the Customer is a Consumer, all mandatory provisions of Dutch consumer law apply in addition to these terms. Provisions of these terms that are less favourable for the Consumer than such mandatory provisions shall not apply to the Consumer.

2. For distance contracts or off-premises contracts, the Consumer has the right to dissolve the agreement without giving reasons within 14 days of conclusion, unless a statutory exception applies. The Consumer may exercise this right by means of an unambiguous statement (e.g. by e-mail) or by using the model form.

3. The right of withdrawal does not apply to urgent services for which the Consumer has expressly requested SVpestcontrol to make a home visit during the cooling-off period for urgent pest control. If the Consumer takes such services during the cooling-off period and subsequently withdraws, the Consumer owes the proportionate cost of the service rendered.

4. SVpestcontrol warrants that goods and services delivered conform to the agreement and to the reasonable expectations the Consumer may have on the basis of the agreement.

5. Consumer complaints are handled in accordance with an internal complaints procedure. Complaints can be submitted to info@svpestcontrol.nl. A complaint will be answered as soon as possible, and in any event within 14 days of receipt.

Article 15 – Governing law and disputes

1. All agreements between SVpestcontrol and the Customer are governed by Dutch law, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and rules of private international law.

2. Disputes arising from or in connection with the agreement that cannot be resolved amicably shall be submitted to the competent court in the district where SVpestcontrol has its principal place of business, save for the mandatory jurisdiction of another court.

3. A Consumer may, within one month after SVpestcontrol invokes this choice of forum, opt for the dispute to be resolved by the court that has jurisdiction by law.