

DEFINITIONS

smeihof: company smeihof V.O.F. registered in the Dutch trade register of the Chamber of Commerce and Industry (kamer van koophandel) under number 73279714.

customer: the natural person or legal entity that enters into an agreement with smeihof

agreement: the agreement by and between smeihof and the customer, in which smeihof commits to providing product and/or performing certain therein described services, and from which agreement these general terms & conditions form an integral part. The agreement is governed by the laws of the Netherlands.

CONDITIONS

- 1) These general terms and conditions apply to all agreements by and between smeihof and the customer as well as to all legal acts in connection with the agreement. Both smeihof and customer can accept any amendment of these general terms and conditions by either customer or smeihof only if expressed and in writing.
- 2) By clicking to accept or agree to the terms and conditions when this option is made available the customer agrees to be bound by the terms and conditions.
- 3) The customer warrants to possess the legal right and authority to enter an agreement with smeihof in a lawful manner.
- 4) Smeihof is not liable for not reading or understanding by the customer of any or all of the information, such as but not limited to the website's disclaimer or product information, provided on the website of the domain www.smeihof.com.
- 5) Any person entering an agreement with smeihof on behalf of an employer warrants to possess the legal right and authority to enter the agreement.
- 6) smeihof's products are warranted to meet our product specifications in effect at the time of shipment. Notice of nonconforming products must be made to smeihof within 30 days of receipt of the product. This product warranty limits smeihof's liability to the replacement of the product only. In no events, shall smeihof be liable for any kinds of losses or damages resulting from the use of smeihof's products.
- 7) smeihof is not liable for any delays, losses or damages caused by erroneous or incomplete information provided by the customer.
- 8) smeihof is at all times at liberty not to accept or revoke an order provided this is done without delay and no later than within seven business days following placement of that order by the customer. Dutch national holiday days are never considered business days.
- 9) smeihof is not liable for any delays, losses or damages occurring during the shipment of the product.
- 10) Orders may be canceled by customer at any time before shipment of the ordered product.
- 11) All offers and quotations are free of engagement. smeihof is at all times entitled to revoke an offer, or quotation even if it has been accepted by the customer.
- 12) Prices are always quoted excluding taxes such as Value Added Tax.
- 13) Any deadline agreed upon for services to be performed by smeihof is always considered a guideline or indication and is never binding for smeihof, unless otherwise expressly agreed upon in writing.
- 14) In the event the time taken to perform the services threatens to exceed an agreed deadline, smeihof will as soon as reasonably practicable notify the customer thereof.
- 15) smeihof is at all times authorized to have (part of the) services performed by third parties, and does not require any prior consent from the customer for such subcontracting.
- 16) smeihof will not accept nor assume any responsibility or liability for assistance to or (partial) performance of the services provided by third parties upon the explicit request of the customer.
- 17) smeihof shall at all times maintain absolute confidentiality with regard to customer information and any and all results resulting from the services rendered to the customer. Unless required by the applicable law, information will be disclosed only to the customer who issued the order.
- 18) smeihof will use its reasonable skills and due care in performing the services for the customer. An agreement with a customer is never regarded to imply any undertaking to reach a certain result (in Dutch: 'resultaatsverbintenis') but is at all times an undertaking to use reasonable efforts (in Dutch:

‘inspanningsverbintenis’). Thus any claims regarding the achievement of certain results by a customer can only be made following the issue of an express prior written guarantee by smeihof that such results will indeed be achieved.

- 19) smeihof shall repeat the services performed by it, free of additional charge, if the set requirements for reasonable skill and care have not been satisfied, provided the customer submits a written request for this within two weeks of obtaining the results and provided that new samples (insofar as necessary) are made available to smeihof.
- 20) smeihof will never be liable towards the customer for any consequential, immaterial, indirect or subsequent damages incurred by the customer, or by any third party, arising from faults or errors in the results of an order or services rendered by smeihof (or a third party as the case may be) unless such faults or errors can be attributed to the gross negligence or willful misconduct of smeihof (in Dutch: “opzet of grove schuld”).
- 21) Any liability of smeihof, its employees or its affiliated parties towards a customer or any third party, is in any case at all times limited to any payment made in that respect by its business liability insurance or professional indemnity insurance as the case may be.
- 22) The customer will ensure that any samples to be analyzed are appropriately and securely packaged and prepared for transit and transportation, and that these are at all times accompanied by a valid list of contents, whereby the costs of such transit and transportation is for the account of the customer, even if smeihof arranges for such transit and transportation. smeihof is always entitled to refuse any samples that do not satisfy these set requirements, and other requirements the parties might have agreed upon.
- 23) smeihof is never liable for any loss of, or damage to, samples during storage, transport or during the services being performed. smeihof is fully permitted to use the samples as it deems fit and may choose to destroy, store or return any residual sample material.
- 24) The results of services performed by smeihof, such as analysis results, will only be disclosed to the customer unless the customer explicitly request disclosure to third parties.
- 25) smeihof’s activity guarantee of product only applies to the activity of the product in reaction buffers and product substrates that have been provided by smeihof.
- 26) smeihof’s activity guarantee of product never applies to activity against substrates provided by the customer or a third party.
- 27) smeihof’s activity guarantee of product never applies to activity in reaction buffers provided by the customer or a third party.
- 28) smeihof’s activity guarantee of product never applies to activity under conditions created by the customer or a third party.
- 29) smeihof’s guarantee of product characteristics, such as for example but not limited to activity, quantity and purity, only applies to the product characteristics as determined by the assays that are specified on the product’s certificate of analysis (CofA)
- 30) smeihof’s guarantee of product characteristics never applies to product characteristics that have been determined by the customer or a third party
- 31) Any disputes or differences that might arise between the parties shall be settled before a competent court in the Netherlands.
- 32) In the event that a version of these terms and conditions was submitted to customer in more languages, the Dutch version shall at all times prevail.
- 33) smeihof will never be liable towards the customer for any consequential, immaterial, indirect or subsequent damages incurred by the customer, or by any third party, arising from faults or errors in the information and or data that is or has been provided on smeihof’s website(s) unless such faults or errors can be attributed to the gross negligence or willful misconduct of smeihof (in Dutch: “opzet of grove schuld”).
- 34) smeihof is entitled, without further notice of default and without written intervention, to wholly or partially dissolve or terminate, with immediate effect the agreement with the customer, without being liable to reimburse the customer any damages and without prejudice to any other rights, in case:
 - a. the customer fails to fulfill any of its obligations under this agreement;
 - b. the customer enters into a suspension of payments (in Dutch: ‘surseance van betaling’)

- c. the customer files for bankruptcy or is declared bankrupt (in Dutch: 'faillissement');
- d. the customer's company is effectively stopped or is liquidated (in Dutch: 'ontbonden');
- e. it proves impossible to obtain any required import and/or export licenses from the respective authorities with regard to the goods to be delivered or goods that have already been delivered

Schoonebeek The Netherlands, 2022

For inquiries send an e-mail to: info@smeihof.com