

## **GENERAL TERMS AND CONDITIONS**

### **1. Applicability**

These terms and conditions apply to all offers and agreements to be concluded with RCI Analytical Services B.V., hereinafter referred to as "RCI Analytical Services." Deviations from, exceptions to, and additions to these terms (including any terms from the client) are binding on RCI Analytical Services only if explicitly and in writing accepted by RCI Analytical Services.

### **2. Offers**

Offers and quotations from RCI Analytical Services are always non-binding. RCI Analytical Services reserves the right to withdraw a non-binding offer within three working days of receipt of acceptance.

### **3. Orders and Formation of Agreements**

Orders to RCI Analytical Services must be placed either by written notification, by completing and duly signing an order form provided by RCI Analytical Services, or by another clear and written manner. An agreement with RCI Analytical Services is only concluded when RCI Analytical Services accepts in writing one of the written statements referred to in the previous sentence. RCI Analytical Services always has the right to refuse an order, in which case it will, in principle, promptly inform the counterparty.

### **4. Deadlines and Notifications**

Agreed deadlines for completing the work to be performed by RCI Analytical Services and/or delivering the results thereof are approximate and not strict deadlines, even if a specific end date or period has been agreed upon, unless explicitly agreed otherwise. If RCI Analytical Services does not meet an agreed deadline, it must be given written notice of default, providing a reasonable period, to be determined in consultation with RCI Analytical Services, within which it can still comply. Unless agreed otherwise, RCI Analytical Services always has the right to send its notifications, including the results of its work, to its client only by regular mail, and the risk of non-compliance lies with the client.

### **5. Modification of Order**

If RCI Analytical Services agrees to a modification of the order by the client that results in or leads to a reduction of RCI Analytical Services' work, it may claim compensation for the damage suffered as a result, which will be at least 50% of the agreed fee for the unperformed work. If the client proposes a modification of the order that entails an increase in work and RCI Analytical Services agrees to it, this modification will be considered a new order.

### **6. Results**

The client shall use the results of RCI Analytical Services' work, consisting of research findings, advice, information, or any other form, solely for their own purposes. Unless the results are contained in a certificate intended for that specific purpose, the client shall not use them for publication or inclusion in documentation accessible to third parties, nor refer to them. Results are provided by RCI Analytical Services in written form, or, upon the client's request, online or otherwise. However, only the results delivered by regular mail on RCI Analytical Services' letterhead and bearing an authorized signature or initial are binding.

### **7. Confidentiality**

RCI Analytical Services commits to maintaining the confidentiality of the work results and will not disclose them to third parties, except under a legal obligation or court order. However, RCI Analytical Services reserves the right to use results for comparative, reference statistical, or scientific purposes, ensuring the client's identity is not disclosed. RCI Analytical Services is always entitled to perform similar work for other clients, unless otherwise agreed. The client is obligated to keep confidential any information obtained from RCI Analytical Services, in any manner, to the extent that such information is inherently confidential or designated as such by RCI Analytical Services, and in any case, regarding RCI Analytical Services' methods.

### **8. Execution**

RCI Analytical Services determines the manner, method, and equipment used to perform its work. If RCI Analytical Services follows requests or instructions from the client in this regard, RCI Analytical Services is fully relieved of responsibility for that choice, without any obligation to inform the client of possible consequences, unless the adverse consequences of a client's request or instruction are immediately clear to the relevant RCI Analytical Services employee without any investigation. RCI Analytical Services is always authorized to have work performed in whole or in part by third parties under its responsibility. However, RCI Analytical Services is free to seek prior approval from the client, and if obtained, RCI Analytical Services is relieved of any responsibility and liability for the work performed by those third parties. All rights to inventions, methods, and the like, made or developed by RCI Analytical Services for or as a result of an order, shall belong to RCI Analytical Services. The client is obliged to inform RCI Analytical Services of any harmful properties of supplied samples and clearly and unambiguously indicate these on the packaging. In case of failure, the client is liable for any damage to persons and/or property resulting from these properties.



#### **9. Samples**

Samples of substances or products to be tested shall be delivered by the client properly packaged and provided with a proper content list, in accordance with applicable standards and regulations; RCI Analytical Services may refuse samples that do not meet these requirements. RCI Analytical Services may use samples at its discretion and will not be liable for loss or damage. Unless otherwise agreed upon at the time of order, RCI Analytical Services may choose to destroy, retain without responsibility, or return the remnants of samples.

#### **10. Nature of the Work, Complaints, and Liability**

RCI Analytical Services is obligated to perform the work with due care and professionalism but does not guarantee any specific result, unless explicitly agreed otherwise in writing. The client is required to notify RCI Analytical Services in writing within seven working days of discovering any circumstances indicating that the work performed by RCI Analytical Services was or may have been incorrectly executed. The client must make a reasonable effort to detect any deficiencies in the execution of the agreement by RCI Analytical Services. RCI Analytical Services accepts liability for damages caused intentionally or recklessly by its management or senior subordinates. RCI Analytical Services excludes compensation for damages caused by other subordinates or by third parties engaged by RCI Analytical Services. If RCI Analytical Services operates within an industry where standardized agreements with liability limitations are common and the agreement falls within this industry, or if RCI Analytical Services contracts with a company from another industry that regularly interacts with this industry, RCI Analytical Services is not liable for (serious) errors by non-management personnel. RCI Analytical Services does not accept liability if the client fails to complain in a timely manner as stipulated in the second paragraph of this article. This also applies to any unlawful acts by RCI Analytical Services. In all cases, RCI Analytical Services' liability is limited to a maximum of €25,000 per incident.

#### **11. Payment and Costs**

Unless otherwise stated on the invoice, invoices are payable within 15 days of the invoice date. After this period, RCI Analytical Services is entitled to interest at the statutory rate plus a 2% surcharge per year for each month or part thereof that payment is delayed, without prior notice of default. The client is liable for all extrajudicial and judicial costs if they fail to pay a due sum despite reminders, and RCI Analytical Services hands over the claim to third parties. If RCI Analytical Services takes conservatory measures, a reminder or the due nature of the claim concerning the costs is not necessary. Extrajudicial and judicial costs (with a minimum of the amount assessed by the court outside the agreement) are calculated based on the hourly rate normally charged by RCI Analytical Services' legal counsel for handling similar matters, plus any reasonable costs incurred by that legal counsel with third parties. If RCI Analytical Services is partially unsuccessful, the costs will be proportionally reduced unless the court deems no reduction necessary due to the minor nature of RCI Analytical Services' error.

#### **12. Applicable Law and Disputes**

All agreements entered into by RCI Analytical Services are governed by Dutch law, excluding, where applicable, the United Nations Convention on Contracts for the International Sale of Goods. All disputes arising between RCI Analytical Services and the client to which these terms and conditions apply shall, unless mandatory law dictates otherwise, be resolved by the competent court in the Rotterdam district, without prejudice to RCI Analytical Services' right to bring the client before another competent court.

#### **13. Force Majeure**

Neither the client nor RCI Analytical Services shall be held responsible for any failure or delay in performance caused by force majeure. Force majeure includes, but is not limited to, natural disasters, government measures, interruptions in logistics and/or utility supplies, strikes, work stoppages, civil disturbances, war, terrorism, as well as any non-attributable failure of suppliers or subcontractors engaged by the party concerned.

#### **14. Amendment and Availability of Terms**

The terms are available upon request at no cost. The version in effect at the time of the order or the most recently filed version shall apply.