



## GENERAL TERMS AND CONDITIONS

### Sample submission for radiocarbon ( $^{14}\text{C}$ ) dating services at the Centre for Isotope Research of the University of Groningen

We request you (hereafter: “Submitter”), before submitting Sample(s) to the University of Groningen's Centre for Isotope Research (hereafter: “CIO”) for  $^{14}\text{C}$  dating, read these general terms carefully.

#### Article 1. General

1. “Sample(s)” as used herein means any and all tangible material for which certain dating services from the CIO are requested by the Submitter including but not limited to, different tangible forms of carbon-containing materials, such as plant remains and items fashioned from them, including seeds, leaves, wood, paper, papyrus, pollen, plant-based textiles or binding materials, charcoal, charred seeds, lipids, cellulose; human and animal remains and items fashioned from them, including bone, cremated bone, hair, fur, skin, leather, lipids, waxes, collagen, shells and foraminifera; environmental materials including soil deposits, peat, lake sediments; water, carbon dioxide, methane, fuels and bio-based products (solid, liquid and gaseous), and other anthropogenic items, artworks and antiquities.
2. These General Terms and Conditions shall govern all offers by and agreements with the CIO, unless specifically stated otherwise in writing.
3. These General Terms and Conditions shall also apply to all agreements with the CIO that involve implementation by third parties.
4. The applicability of any conditions set by the Submitter is explicitly dismissed.
5. In the event that these General Terms and Conditions and a specific agreement include stipulations that contradict each other, the agreement will prevail.
6. In the event that any part of these General Terms and Conditions is void or nullified, all other stipulations of these General Terms and Conditions shall remain in full force and the parties involved must endeavour in joint consultation to agree on an alternative stipulation, taking the purpose and nature of the original stipulation(s) into account as far as possible.

#### Article 2. Offers and the establishment of agreements

1. All offers are free of obligation, unless specifically stated otherwise by the CIO.
2. An enquiry from the Submitter purchasing dating services from the CIO constitutes an offer to purchase said services in accordance with the terms as stated herein.
3. By placing an order, the Submitter accepts these General Terms and Conditions in full.
4. If the CIO issues written acceptance of the Samples, an agreement shall come into existence between the Submitter and CIO.
5. Promotional deals offered or quotes made by the CIO do not automatically apply to repeat orders.
6. The CIO has the right to refuse orders or attach certain conditions to delivery. In the event that an order is refused, the CIO will inform the Submitter of this within 10 working days of receipt of the order.
7. The CIO cannot be expected to comply with any offer in the event that the Submitter should have understood that the order, or part thereof, contained an obvious mistake or typing error.
8. Additions, alterations and/or additional agreements shall only be valid when agreed between parties in writing.

### **Article 3. Prices / Price increase**

1. All prices are in euros, unless stated otherwise.
2. The Submitter will pay the cost of dating the submitted Sample(s) within thirty (30) days of the invoice date. If the actual cost of dating services exceeds the estimated amount the Submitter is obliged to pay the balance. Unless otherwise specified, the fees listed for the dating services are stated exclusive of VAT.
3. All offers on the CIO website are subject to changes in price, implementation, availability and delivery time.
4. The CIO guarantees that no price increase will take place after the establishment of an agreement, unless such price increase is due to legal regulations and/or stipulations.
5. In the event that a price increase is not due to legal regulations and/or stipulations, the Submitter has the right to terminate the agreement as per the day on which the price increase is implemented.

### **Article 4. Delivery of analytical results**

1. Unless the contrary is proved, the CIO shall have fulfilled its obligation to supply as of the moment the analytical results supplied by the CIO are presented to the Submitter.
2. The delivery times stated by the CIO are indicative. Failure to meet a delivery time does not entitle the Submitter to claim damages.
3. Delivery times as stated by the CIO can never be regarded as deadlines. Please check turnaround times on the CIO website regularly. The delivery time commences once the CIO has received all the necessary information and sample material.

### **Article 5. Dissolution**

1. The CIO has the right to suspend fulfilment of its obligations or to dissolve the agreement in the event that the Submitter does not or not entirely fulfil the obligations following from the agreement.
2. In addition, the CIO has the right to dissolve the agreement if circumstances arise of a nature such that unaltered maintenance of the agreement cannot in reasonableness be expected of the CIO.

### **Article 6. Force Majeure**

1. The CIO shall not be expected to fulfil any obligations towards the Submitter if it is hindered in so doing due to circumstances for which it cannot be blamed and for which it is not held responsible by either the law, a juristic act or generally accepted practice.
2. In addition to what the law and jurisprudence include in the definition of force majeure, in these General Terms and Conditions force majeure also refers to all external circumstances, whether expected or not, that cannot be influenced by the CIO but which make it impossible for the CIO to fulfil its obligations.
3. The CIO will make every effort to carry out the requested dating services with reasonable care and skill. However, the CIO is a charitable foundation devoted to education and research. In order to protect its assets for the benefit of those objects, the University of Groningen imposes the following terms on the supply of the dating services, and the following limits on the CIO's liability.
4. The CIO cannot guarantee the dating result obtained, or make a judgement on the authenticity of objects or Sample(s) analysed.

### **Article 7. Compliance, warranty and right of recovery**

1. The CIO guarantees that the delivered analytical results will comply with the agreement, the reasonable requirements of soundness and/or usability and any legal provisions and/or government regulations that apply on the date of establishment of the agreement.
2. The CIO takes no responsibility for any damage, loss or theft of the Sample(s) whilst they are in transit to or from, or in the possession of the CIO nor does it take responsibility for any damage or loss of value incurred as a result of any procedures which are felt

necessary for, or any damage sustained during, the steps employed to obtain the required data.

3. The CIO's liability arising out of the supply of dating services (including the use of Sample(s), certificates and documents, the giving of advice and information, and the expression of opinions) will not extend to loss of business or profit, or to any indirect or consequential damages or losses. In any event, the CIO's maximum liability to Submitter shall not exceed the return of whatever payments have been made for the dating services.
4. If any of the terms as stated herein is held to be invalid or unenforceable under any applicable statute or rule of law then it shall be deemed to be omitted, and if, as a result, CIO becomes liable for loss or damage which would otherwise have been excluded, then such liability shall be subject to the remaining terms.
5. The CIO and its staff accept no responsibility for the use which the Submitter makes of the dating services, advice or information which they give, or opinions which they express, or of materials, certificates or documents which they supply.

#### **Article 8. Miscellaneous**

1. Sample(s) submitted to the CIO for analysis by the Submitter in relation to the analytical services will be archived for at least 10 years, unless marked for return upon submission. Once this 10-year period has lapsed, the CIO, potentially in collaboration with third parties, will be at liberty to utilise the samples for further academic study and to publish any data arising from such research without seeking the permission of the original submitters. Complaints submitted to the CIO will be responded to within 14 days of the date of receipt. In the event that a complaint is expected to take more time to process, the CIO will provide within 14 days confirmation of receipt as well as an estimated date by which the Submitter can expect a more detailed response.
2. Submitter will not use the name of the CIO or the University of Groningen in any advertisement, or in a description of the Sample(s) for sale; and will not pass the dating results on to a third party who might do likewise.
3. Submitter acknowledges that the dating services used may be destructive; therefore, unless otherwise agreed in writing, upon receipt by the CIO, all Sample(s) submitted become the property of the CIO and any remainders will be stored or disposed of at the sole discretion of the CIO.

#### **Article 9. Applicable law**

All offers and agreements made by the CIO shall be fully governed by Dutch Law.