

Specific terms and conditions

Non-exclusive, non-transferrable license to use the SDS Assessment Toolkit

The “SDS Assessment Toolkit” contains the following elements:

- *SDS Assessment flow chart (MS Excel) to map the roles and responsibilities of the SDS Assessment process under REACH (e.g. in your work instruction or procedure);*
- *SDS INDEX (MS Excel) to capture, check and monitor the incoming SDSs and REACH Compliance status;*
- *SDS Assessment Form (MS Excel) to capture the details of the use compliance check for the extended SDS;*
- *Practical implementation and use instructions.*

The “SDS Assessment Toolkit” and all of its elements and information included is Intellectual Property (IP) of Onno Jongerius Consult BV. It is developed to the best of our knowledge and expertise currently available.

By placing an order on www.reachsupportnetwork.eu and payment of the agreed one-time fee, the Customer has accepted [the generic terms and conditions on the website](#) and these specific terms and conditions. As such, under the agreed terms and conditions, the Customer will obtain a non-exclusive, non-transferrable license to use the “SDS Assessment Toolkit” within his organization.

The “SDS Assessment Toolkit” is provided “as is” and in good faith. It can be used, customized and further implemented within the Customer’s organization upon the user’s own risk and responsibility.

The Customer has agreed not to reverse engineer, distribute, sell or provide the “SDS Assessment Toolkit” in any form to other Parties outside his organization for free or for a financial compensation without upfront contact and full agreement with the product owner Onno Jongerius Consult BV.

The Customer can allow any Third Party (e.g. a Consultant) to support them with the implementation, use and maintenance of the SDS Assessment Toolkit for the Customer as long as the SDS Assessment Toolkit deliverables remain property of the Customer.

The Customer can be a Consultant supporting specific companies with the implementation of the SDS Assessment Toolkit, as long as each Customer supported has ordered his own SDS Assessment Toolkit via the REACH Support Network. The Consultant can become a REACH Support Network partner to obtain rights to re-sell and use the SDS Assessment Toolkit in their Services under clear and fair conditions. These Services will be done explicitly under the own responsibility and liability clauses of the Consultant towards his Customers.

If critical updates of your “SDS Assessment Toolkit” would be needed in the future due to changes in the legal requirements, Onno Jongerius Consult BV will endeavour to inform all known Customers of our “SDS Assessment Toolkit”.

No representations or warranties are made with regards to the accuracy or completeness of the content and no liability will be accepted for damages of any nature whatsoever from the use or reliance on this “SDS Assessment Toolkit” and support information provided. The Customer is and remains responsible to be aware of and to be compliant with the legal requirements from the relevant EU and National chemicals legislation (including REACH).

Dutch law is applicable to these terms and conditions.