

Terms of Service

Compliance Safe Guard

Introduction

These Terms of Service apply to all services provided by **Compliance Safe Guard**, a consultancy specializing in EU product compliance (e.g. CE marking, CLP classification, SDS creation, labeling, and regulatory strategy). By requesting or accepting services, the client ("Client") agrees to these Terms. The agreement is governed by the laws of the Netherlands.

1. Scope of Services

Compliance Safe Guard offers consultancy support and documentation related to EU product regulations. Services include, but are not limited to:

- Risk Assessments (RA)
- Label checks and design
- Declaration of Conformity (DoC)
- SDS creation
- CLP classification
- PCN submissions
- Testing coordination
- Regulatory consultations
- Help with technical documentation

Important: All services are based on information provided by the Client. Compliance Safe Guard does **not** provide legal representation or act as an authorized representative under EU law unless explicitly agreed in writing.

2. Client Responsibilities

The Client is responsible for ensuring that all information provided to Compliance Safe Guard, such as product formulations, technical data, and product usage details, is accurate, complete, and up-to-date. Compliance Safe Guard relies on this information to provide accurate services, and any inaccuracies may result in incorrect documentation or advice.

Furthermore, the Client understands and agrees that they remain fully responsible for the final compliance of their products with EU regulations. As the economic operator (e.g., manufacturer, importer, or brand owner), the Client must ensure that all products meet the necessary requirements for safety, labeling, and market placement. Compliance Safe Guard assists in navigating these regulations but does not assume the final legal responsibility.

The Client is also responsible for reviewing and approving all deliverables before use or submission, and for ensuring compliance with all applicable laws based on the recommendations and documentation provided by Compliance Safe Guard.

3. Pricing and Payment

The prices for Compliance Safe Guard's services may be fixed or based on the scope of the specific project. For certain services, custom quotes are provided, particularly when the nature of the work is complex or varies significantly from standard services.

Payment for services is due within fourteen (14) days of the invoice date, unless otherwise agreed upon in writing. If payment is not received within the specified period, Compliance Safe Guard reserves the right to suspend or halt services until payment is made. Late payments may incur additional fees.

The Client agrees to pay all applicable fees for services rendered, including any additional costs related to custom work or out-of-pocket expenses incurred by Compliance Safe Guard in the course of providing services.

4. Limitation of Liability

Compliance Safe Guard provides services based on its expertise, the information provided by the Client, and the current state of EU regulations.

In the event that any error, omission, or negligence occurs in the services provided, Compliance Safe Guard's total liability for any reason whatsoever shall be strictly limited to the amount actually paid by the Client for the specific service or project in question.

Under no circumstances shall Compliance Safe Guard be liable for any indirect, incidental, special, or consequential damages, including but not limited to loss of profits, loss of revenue, business interruption, regulatory enforcement actions, penalties, product recalls, or reputational damage.

5. Intellectual Property

Compliance Safe Guard retains the intellectual property rights to all materials, documents, templates, reports, and other deliverables provided to the Client, unless otherwise specified. The Client is granted a non-exclusive, non-transferable license to use these materials solely for the purpose of ensuring regulatory compliance with EU requirements. This license is granted only after full payment has been received.

The Client agrees not to redistribute, copy, or alter any of the materials provided by Compliance Safe Guard without express written permission.

6. Non-Circumvention

The Client agrees not to circumvent, attempt to circumvent, or directly engage with any third-party vendors, laboratories, service providers, or other partners that Compliance Safe Guard introduces, works with, or recommends during the course of providing services. This includes any professional contacts used for lab testing, regulatory filings, consulting services, or any other necessary service related to product compliance.

The Client further agrees not to solicit or attempt to establish direct business relationships with these third-party sources for the duration of the services provided and for 5 years after the termination of this agreement, without the explicit written consent of Compliance Safe Guard.

If the Client does engage directly with any third-party sources introduced by Compliance Safe Guard, the Client agrees to compensate Compliance Safe Guard for any lost business or damages that result, in addition to any fees or penalties that Compliance Safe Guard may incur as a result of such actions.

7. Confidentiality

Compliance Safe Guard values confidentiality and agrees to treat all information provided by the Client as confidential. We will not disclose any confidential information to third parties unless required by law or with the Client's written consent. This obligation extends to all documents, data, and information exchanged during the course of providing services.

8. Force Majeure

Compliance Safe Guard will not be held liable for any delays or failure to perform services due to circumstances beyond its reasonable control. Such circumstances include, but are not limited to, changes in regulatory requirements, delays caused by third-party laboratories, strikes, natural disasters, or other unforeseen events.

9. Termination

Either party may terminate this agreement by providing written notice to the other party. Upon termination, the Client is responsible for payment of all services rendered up to the point of termination. Compliance Safe Guard will provide the Client with any deliverables that have been completed up until the termination date, but no further services will be provided.

10. Dispute Resolution

In the event of a dispute arising from these Terms or the services provided, both parties agree to attempt to resolve the dispute informally through discussion. If the dispute cannot be resolved informally, both parties agree to seek resolution through alternative dispute resolution methods, such as mediation, before resorting to legal action.

The laws of the Netherlands govern these Terms of Service. Any and all legal disputes arising from or in connection with this agreement shall be submitted exclusively to the jurisdiction of the competent court of Overijssel, location Almelo, the Netherlands.

Signed for and on behalf of Compliance Safe Guard

Place of issue: Almelo

Date of issue: 30-5-2026

Name and position: Iris van Laar, owner & CEO

Signature:

