

Skadi Scientific B.V. web site - terms of use and legal restrictions

Attention: please read these terms carefully before accessing or using this web site. Using this web site indicates that you accept these terms. If you do not accept these terms ("terms"), do not use this web site.

Use of Site. Skadi Scientific B.V. authorizes you to view and download the materials at this Web site ("Site") only for your personal, non-commercial use, provided that you retain all copyright and other proprietary notices contained in the original materials on any copies of the materials. You may not modify the materials at this Site in any way or reproduce or publicly display, perform, or distribute or otherwise use them for any public or commercial purpose. For purposes of these Terms, any use of these materials on any other Web site or networked computer environment for any purpose is prohibited. The materials at this Site are copyrighted and any unauthorized use of any materials at this Site may violate copyright, trademark, and other laws. You may print and download portions of material from the different areas of the Site solely for your own non-commercial use. You agree not to change or delete any proprietary notices from materials downloaded or printed from the Site. If you breach any of these Terms, your authorization to use this Site automatically terminates and you must immediately destroy any downloaded or printed materials.

Modification of Terms. Skadi Scientific B.V. may modify these Terms at any time, and such modifications shall be effective immediately upon posting of the modified Terms. You agree to review these Terms periodically to be aware of such modifications and your continued access or use of the Site shall be deemed your conclusive acceptance of the modified Terms.

Use of Software. If you download software from this Site ("Software"), use of the Software is subject to the license terms in the Software License Agreement that accompanies or is provided with the Software. You may not download or install the Software until you have read and accepted the terms of the Software License Agreement.

Trademarks. Trademarks used or displayed at this Site are trademarks of Skadi Scientific B.V. or its affiliates or third party owners. Nothing contained on this Site is to be construed as granting, by implication, estoppel, or otherwise, any license or right of use of any such trademark without the prior written permission of Skadi Scientific B.V. or such third party owner.

User Submissions. Other than personally identifiable information, which is covered under the Skadi Scientific B.V. Privacy Statement, any material, information or other communication you transmit or post to this Site ("Communication") is, and will be treated as, non-confidential and non-proprietary, and may be used by Skadi Scientific B.V. and its affiliates for any purpose without compensation to you.

Discussion Forums. Skadi Scientific B.V. may, but is not obligated to, monitor or review any areas on the Site where users transmit or post Communications or communicate solely with each other, including but not limited to discussion forums, bulletin boards or other user forums, and the content of any such Communications. Skadi Scientific B.V., however, will have no liability related to the content of any such Communications, whether or not arising under the laws of copyright, libel, privacy, obscenity, or otherwise. Skadi Scientific B.V. retains the right to remove messages that include any material deemed abusive, defamatory, obscene or otherwise unacceptable.

Links To Other Web Sites. Links to third party Web sites on this Site are provided solely as a convenience to you. If you use these links, you will leave this Site. IShin Skadi Scientific B.V. has not reviewed all of these third party sites and does not control and is not responsible for any of these sites or their content. Thus, Skadi Scientific B.V. does not endorse or make any representations about them, or any information, software or other products or materials found there, or any results that may be obtained from using them. If you decide to access any of the third party sites linked to this Site, you do this entirely at your own risk.

You also understand that Skadi Scientific B.V. cannot and does not guarantee or warrant that files available for downloading through the Site are or will be free of infection or viruses, worms, Trojan horses or other code that manifest contaminating or destructive properties. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to the Site for the reconstruction of any lost data.

Disclaimer. You assume total responsibility and risk for your use of the site. The materials provided at this site are provided "as is" without any representations and warranties of any kind including warranties of merchantability, fitness for a particular purpose, or non-infringement of intellectual property. It is solely your responsibility to evaluate the accuracy, completeness and usefulness of all opinions, advice, services, merchandise and other information provided through the Site. Skadi Scientific B.V. further does not warrant the accuracy, currency, and completeness of the materials at this Site. Skadi Scientific B.V. may make changes to the materials at this Site, or to the products and prices described in them, at any time without notice. The materials at this Site may be out of date, and Skadi Scientific B.V. makes no commitment to update the materials at this Site. Information published at this Site may refer to products, programs or services that are not available in your country. Such references do not imply that Skadi Scientific B.V. intends to make them available in your country. Applicable law may not allow the exclusion of implied warranties, so the above exclusion may not apply to you. All orders are subject to acceptance by Skadi Scientific B.V. Skadi Scientific B.V.'s obligations and responsibilities regarding its products are governed solely by the agreements under which they are sold and licensed.

Limitation of Liability. In no event will Skadi Scientific B.V. , its suppliers, or other third parties mentioned at this site be liable for any consequential, indirect, or incidental damages whatsoever (including, without limitation, those resulting from lost profits, lost data or business interruption) arising out of the use, inability to use, or the results of use of or reliance on this site, any web sites linked to this site, or the materials or information contained at any or all such sites, or any claim attributable to errors, omissions, or other inaccuracies at the site, whether based on warranty, contract, tort or any other legal theory and whether or not advised of the possibility of such damages. If your use of the materials or information from this site results in the need for servicing, repair or correction of equipment or data, you assume all costs thereof. Applicable law may not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Indemnification. You agree to indemnify, defend and hold harmless Skadi Scientific B.V. , its officers, directors, employees, agents, affiliates, licensors, suppliers and any third party information providers to the Site from and against all losses, expenses, damages and costs, including reasonable attorneys's fees, resulting from any violation of these Terms by you.

Miscellaneous. These Terms shall be governed in all respects, including all matters of construction, validity, and performance, by, and construed and enforced in accordance with, the laws of the Netherlands. You agree that any legal action or proceeding between Skadi Scientific B.V. and you for any purpose concerning these Terms or the parties's obligations hereunder shall be brought exclusively to jurisdiction of the court in Arnhem, Netherlands. Any cause of action or claim you may have with respect to the Site must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred. Skadi Scientific B.V.'s failure to insist upon, or enforce strict performance of, any provision of these Terms shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of these Terms. Skadi Scientific B.V. may assign its rights and duties under these Terms to any party at any time without notice to you.