

## Concorp's conditions of use

### 1. **Applicability.**

These conditions of use ('Conditions of Use') apply to the access to and the use of the website [www.concorp.nl](http://www.concorp.nl) ('website') concerned by the visitor, as offered by Concorp B.V. in Oisterwijk, the Netherlands ('Concorp').

### 2. **Changes.**

At all times and in its discretion Concorp may change the Conditions of Use without any previous notice (i.e. adapt, supplement and/or remove). Immediately after any change has been effected, the adapted Conditions of Use will be effective.

### 3. **Privacy Policy.**

Concorp's Privacy Policy applies to the Conditions of Use if personal data are collected, stored, processed and/or provided via the website.

### 4. **Disclaimers.**

4.1 The website does not contain an offer by or advice from Concorp that constitutes an agreement, unless explicitly mentioned otherwise. Concorp does not guarantee that the information on the website is suitable for the purpose for which the visitor consults the information.

4.2 The products displayed on the website may not be available in every country.

4.3 At all times and at its discretion Concorp may completely or partly limit, refuse or stop the access to and the use of its website, including but not limited to its Intranet, without becoming liable towards the visitor or any third party.

4.4 All information and underlying data (including but not limited to text, images, pictures, links and any (other) materials on the website are available as is and as actually available in whole or in part. Concorp and its affiliates - acting in its and their own name(s) and for its/their own account and at its/their risk, as well as on behalf of, for and for the account and at the risk of the licensors, licensees and suppliers affiliated with it (together called 'partners') - hereby expressly exclude all confirmations or guarantees of whatever nature, explicitly or implicitly, including but not limited to guarantees as for saleability, suitability for a certain purpose, no infringement upon any intellectual property right of a third party, the functionality and use of this website, as far as this is permitted according to Dutch law or the law of another country deemed applicable by the judge who believes that he/she is competent to settle a dispute with Concorp, its possible affiliates and possibly also with its partners to the exclusion of Dutch law.

4.5 Concorp, its affiliates and its Partners are committed to keeping the content of this website correct and, where necessary, complete. Despite the care and attention that Concorp takes and spends, it may so happen that a certain part is not (completely) correct and/or, where necessary, complete and accurate, and in this respect Concorp does not accept any liability towards the visitor or any third party.

4.6 Concorp, its affiliates and its Partners rule out any liability towards the visitor and any third party for (I) any inability to use (parts of) the website, for (II) any improper, untimely and/or occasionally interrupted use of the website due to, among other causes, inaccessibility to the Internet, the network and/or non-availability of hosting services, as well as for (III) any result obtained by the visitor or third parties via or in connection with the

website. Concorp and its affiliates endeavour to solve any breakdown and restrictions as fast as possible, and to limit, as much as possible, any resulting nuisance to the visitors and third parties, without accepting any liability towards the visitor and third parties.

4.7 Concorp, its affiliates and its Partners are not liable for (any existing and/or (possibly) future) harmful consequences of (I) any attempt to access and/or use this website by the visitor, untimely delivery of electronic messages, the interception and/or manipulation of electronic messages (for example by third parties, viruses or other damaging or impeded software and/or files), (II) information and underlying data of visitors and/or third parties, not being Concorp's affiliates, on the website, (III) any viruses or other harmful elements that are present or could be present in electronic communication via the website, as well as (IV) downloading or otherwise obtaining material through or via the use of the website, neither towards the visitor concerned nor towards another visitor or any third party.

4.8 Any information posted on this website originating from third parties only reflects the personal opinion of the third parties concerned. Concorp is not responsible and/or liable for the content of this information.

4.9 The visitor to the website undertakes as towards Concorp, its affiliates and its Partners not to start processes or cause these to be started or cause them to be continued while knowing and/or reasonably suspecting that these processes will or may completely or partly hinder or restrict other visitors to the website or others who attempt to access the website.

4.10 The visitor to the website concerned shall safeguard Concorp, its affiliates and its Partners against any claim from third parties against (any of) them, resulting from the improper use of the website by this visitor and/or the attempt by this visitor to access this website, or the information posted by this visitor on the website, and the underlying data.

**5. Hyperlinks and deep links.**

Concorp, its affiliates and its Partners are not liable for the access to, the use and content of websites of third parties possibly referring to Concorp's website, neither towards the visitor nor towards third parties. The same applies to the possible collection, storing, processing and/or forwarding of personal data of the visitor to these third-party websites by these third parties.

**6. Registration.**

The access to certain parts of the website (Concorp's Intranet) and/or the use of certain functionalities or features may require a certain registration of the visitor. In that case the visitor must choose a unique user name and password. The visitor him/herself is responsible for keeping the password confidential. The visitor undertakes as towards Concorp to promptly report to Concorp any suspicious or impermissible conduct concerning the account, user name and/or password.

**7. Information or data provided by the visitor on Concorp's website.**

7.1 The visitor undertakes as towards Concorp, its affiliates and its Partners that the information provided by him/her on or via the website and the underlying data (i) do not constitute any libel or slander against (any of) them or any third party, (ii) may not cause intangible or tangible harm to natural persons or companies, or be incriminating or intimidating to them, (iii) may not violate any legal rights of third parties, be pornographic, indecent or blasphemous, (iv) is not culturally or ethnically objectionable, or (v) does not

suggest or induce any illegal activity. At all times and at its discretion Concorp has the right to fully or partly remove any information posted on its website, without this leading to any liability towards the visitor concerned or any third party. The visitor him/herself is responsible for the correctness and completeness as well as the quality and validity concerning the content of the information provided by him/her and the underlying data.

7.2 The visitor undertakes as towards Concorp, its affiliates and its Partners to make every reasonable effort to remove any viruses or other destructive features before sending data to Concorp via the website. At all times and at its discretion Concorp has the right to completely or partly delete any information received by it via its website without this leading to any liability towards the visitor concerned or any third party.

## **8. Intellectual property rights.**

8.1 All intellectual property rights concerning the design, (the manner of) the use, the structure and the content (i.e. the information posted on the website and any underlying data) of the website and/or the software for administering and publishing the website, rest with Concorp, unless mentioned otherwise. Visitors have the right to consult the website and may make a copy of certain pages of the website for their own non-commercial use. Without Concorp's previous, written permission the visitor is not allowed to display parts of the website on a third-party website, or to create links, hyperlinks or deep links between (any part of) the website of Concorp and any third-party website.

8.2 The visitor guarantees that the information and the underlying data - including but not limited to the content, structure and manner of storing, sent via the website - do not infringe upon any intellectual property right of a third party, any secrecy obligation of the visitor or any secrecy obligation of a third party, if and insofar as the visitor is aware of this or is reasonably expected to be aware of this.

8.3 The visitor grants Concorp and its affiliates a worldwide, irrevocable, royalty-free, non-exclusive, sub-licensable and transferable licence to use, reproduce, to make derivatives of, or otherwise process, disseminate, publicly execute and display in all possible media any information and underlying data sent by him/her via the website.

## **9. Limitation of liability.**

9.1 Concorp and its affiliates - acting in their own name and for their own account and at their own risk, and also on behalf of, for the benefit of and for the account and at the risk of its affiliated partners - rule out any liability towards any visitor and any third party for any existing and/or (possibly) future, direct or indirect loss, resultant loss, fines, special, occasional or other loss suffered by any visitor and/or any third party as a consequence of or in connection with the (impossibility or limited possibility of) access to, (the impossibility or limited possibility of) the use of (the correctness and completeness, quality and validity concerning) the content (including the information sent via the website and underlying data), structure, manner of storing of same on the website, also if Concorp and/or its affiliates have been informed about the possibility of such loss, unless such loss is the direct and only result of a deliberate fault or gross negligence on the part of the management of Concorp.

9.2 If a visitor or a third party claiming that he/she has suffered a loss and/or is likely to suffer a loss as referred to in articles 4.7 and 9.1, and lives or is established in (a federal state of) a country where one of the above-mentioned exclusions or limitations of liability or exclusions from guarantees or confirmations as referred to in article 4.4 is not permitted or not permitted to this extent or not permitted in this way, then such exclusions and/or

limitations - according to Dutch law or according to the law of another country which is found by the judge, who deems him/herself to be competent with respect to a dispute with Concorp, any of its affiliates and possibly also any of its Partners, to be applicable to the exclusion of Dutch law - will not apply insofar as these are not deemed by the judge to be applicable and/or valid. In such a case the exclusion or limitation is limited to the maximum extent of exclusion and/or limitation as permitted according to the legal system applied by the judge.

9.3 All software that is or becomes available for downloading from or through the website is subject to the conditions of the particular licence agreement concluded by Concorp with a third party, including but not limited to the nature and scope of the guarantees and limitations and/or exclusions from liability mentioned therein; the said software is only made available to end users, and the visitor is not allowed to copy or distribute this.

9.4 The visitor should correctly use the word marks and logos as well as the trade names that are featured on the website, if he/she refers to the products with these marks and trade names, and their use is only possible after the previous, written permission from Concorp.

**10. Shutting down or limiting the access to the website.**

At all times and at its discretion Concorp has the right to completely or partly shut down the website or to completely or partly limit the access to its website, without accepting any liability towards any natural person or company seeking access to the website, any visitor and/or third party.

**11. Availability of the products shown on the website.**

Concorp does not guarantee that all products shown on its website are available at any moment in any country.

**12. Future expectations.**

The information and the underlying data may suggest certain future expectations concerning the correctness and completeness, accuracy and quality of the current and (possibly) future activities of Concorp and its affiliates as well as concerning the products and/or services offered by it, in technical, rheological, financial, legal and/or fiscal respect, as well as in the area of taste experience offered by Concorp's products. Unless explicitly stipulated otherwise in its general delivery and payment conditions, Concorp and its affiliates do not give any guarantee concerning any future expectation as referred to in this article.

**13. Governing law and dispute settlement.**

13.1 The Conditions of Use are subject to and will be interpreted according to Dutch law, while any Dutch legislation concerning any conflicts between Dutch law and any other legal system will not be applied.

13.2 Any disputes that Concorp and its affiliates may have with any visitor or any third party which is directly or indirectly connected with the access to and/or any use of the website will only be settled by the Zeeland-West-Brabant Court located in Breda to the exclusion of any other judge in the Netherlands and abroad. Where possible Concorp and its affiliates will, in the first instance, propose alternative dispute resolution to the visitor or any third party.

13.3 Articles 13.1, 13.2 and 14 also apply to Concorp's Privacy Policy unless explicitly stipulated otherwise therein.

**14. Separability of individual articles of the Conditions of Use.**

If any article of the Conditions of Use is not (fully) in agreement with the legal system deemed applicable by the judge, the particular part of it will not form part of the article concerned, and the remainder of the article concerned and the other articles will remain in force undiminished. The invalid part of any article will be replaced with a stipulation whose purport and content are, as much as possible, in line with the part that was deemed invalid, and will indeed be deemed by the judge to be legal.

**15. No waiver.**

If Concorp and its affiliates fail to use any right or remedy then such may not be interpreted as if that right or remedy has been waived, concerning the then existing or (possibly) future conduct of any third party, towards any visitor or any third party.

**16. Questions and complaints.**

Any questions and complaints about this website may be sent to [info@concorp.nl](mailto:info@concorp.nl).