



General Terms and Conditions for Visitors of the Food-Ingredients website

Last revision: October 2, 2015

1. General

The website www.food-ingredients.com (hereafter also mentioned as: 'the Website' or 'the FI Website') is owned and operated by Food-Ingredients.com B.V. (hereafter also mentioned as: 'FI'), a legal entity under the law of The Netherlands, located at Ceintuurbaan 29 IV, 1072 ES Amsterdam, the Netherlands. The FI website aims to provide a platform to search and find suppliers for food ingredients all over the world.

2. Applicability

2.1 Each and any visit and/or use of the Website and each and any use of information on and/ or from the Website (hereafter also referred to as: "Use") is subject to these terms and conditions, and, or any such terms which may from time to time be in force (hereafter also referred to as: "Terms").

2.2 These Terms are legally binding between FI and anyone, person or legal entity or whatsoever other entity (hereafter also referred to as: "Visitor"), that makes Use of the Website. Therefore it is recommended to take good notice of the content of these Terms before any Use or any further Use is made.

2.3 In case specification of the Visitor in these Terms is needed, for the purpose of clarifying the dynamics (supply and demand side), functionality and intentions of the platform, there is made a distinction between Buyers and Suppliers (in some cases):

- Buyers can be defined as anyone, person, professional legal entity or whatsoever other entity that Use the Website to search, find and reach out to suppliers on the website. For instance, but not limited to:
 - Procurement departments or specialists
 - Traders, agents, distributors
 - Universities and R&D organizations
 - Industrial associations, governmental bodies and other authorities
- Suppliers can be defined as anyone, person, professional legal entity or whatsoever other entity that Use the Website to expose and show its products, services and whatsoever related information to all Visitors of the website. For instance, but not limited to:
 - Manufacturers
 - Agents
 - Traders
 - Distributors

2.4 If you do not agree to these Terms, you must cease Use of the Website immediately.

2.5 We recommend that you print, store or save a copy of these Terms for your records. They are a legal agreement between FI and you and can only be modified with the written consent of FI.

3. Website and good conduct

3.1 The Website is not meant for consumers.

3.2 The Website aims to bring together professional Buyers and Suppliers of food ingredients as Visitors of the Website. Buyers can search and find food ingredients products and its Suppliers, while Suppliers have the opportunity to show and expose their ingredients on the Website.

3.3 Suppliers of food ingredients can use the platform to show and expose their company and products (food ingredients). FI does not verify information from Visitors as represented on the Website and takes no responsibility and accepts no liability for the information on ingredients which is provided by Suppliers. For verification of information and further information on ingredients Visitors have to seek contact with the Suppliers concerned.

3.4 FI does not represent any Visitor and will not take part in any negotiation between them and shall not be party to any contract or agreement between them. FI does not make any warranty or representation on the reliability, financial position, practices or whatever other aspect of any Visitor. It is to the full discretion of Visitors to scrutinize any Buyer or Supplier they (want to) address or are addressed by through the Website to decide whether they want to enter into business relations with them.

3.5 The Visitor is allowed to use the Website only as expressly authorized by FI in accordance with the aim of the Website under these Terms, and the Visitor agrees to use the Website and all information and other material on it as a good and fair user and will avoid any harmful, unlawful and/or criminal act and/or infringement of any right held by FI or any other party.

3.6 The Visitor will ensure that no harmful elements, such as (but not limited to) viruses, worms, Trojan horses, will be transferred to the Website, or connected software and/or hardware, in course of the use of the Website by the Visitor.

4. Denial of access

4.1 When the Visitor has acted, acts or will act, or FI has good reason to believe that the Visitor has acted, acts or will act in breach of these Terms or the law, FI can deny access to the Website, without prior notice.

4.2 Suppliers operating globally with different local entities or representatives, representing the same trade name, website / domain name, e-mail domain and/or name, brand name, trademark, address, phone number or whatsoever can be denied access to the website if an account of the brand already exists or is registered at FI. However, exceptions can be made if this is agreed upon with FI.

Keep in mind that FI Website is a free to use website and wants to give all of its Suppliers, i.e. no matters its size, a fair and equal chance to expose their products. Every Supplier has a free subscriptions up to 5 ingredients; extending this range of ingredients involves an upgrade to a paid subscription.

5. Communication with the Visitor

The Visitor agrees that email and other electronic means of communication can be used by FI for long distance means of communication with the Visitor. The Visitor agrees that such communication complies with any legal requirement that communication has to be in writing.

6. Intellectual property and other rights

6.1 The content of the Website is protected by copyright, trademarks, patent, database and other (intellectual property) rights of FI, its licensors and others. The Visitor acknowledges these rights and respects these rights shall, at all times remain with FI, its licensors and these others.

6.2 The Visitor agrees not to (and agrees not to have, assist or facilitate another party to) copy, reproduce, transmit, publish, display, distribute, commercially exploit or derive the website and the information, works and materials on and in it. The Visitor is allowed to display, copy or store information, works and materials on and in the Website only as far as it is necessary for the aim of the website. Especially, but not only, commercial exploitation of the information, works and

materials on and in the Website and other use thereof other than in accordance with the aim of the Website is expressly forbidden.

7. Complaints

If you have any complaint, e.g. about the Website or its content, or the use of the Website by others, please contact us via e-mail or mail.

8. Liability

8.1 The Website is provided on an 'as is' and 'as available' basis without any representation, endorsement, warranty or guarantee, express or implied, unless otherwise expressly stipulated, in relation to the information, materials and other content found or offered on the Website, especially when it has been provided by third parties such as FI. FI does not control or check information of third parties, such as Suppliers, on the Website. It's the sole responsibility of the Visitor to verify information before acting upon it.

8.2 FI does not guarantee that the website will meet certain specifications or functionalities and does not warrant that the Website will be available and accessible without interruption or failure, and that the Website will be free from viruses, worms, Trojan horses and/or other harmful elements. The Visitor bears the risk of using the internet and acknowledges its own responsibility for the protection from denial-of-service attacks, viruses, Trojan horses, worms, logic bombs, spyware, and all other malicious or technologically harmful material that may cause damage to hardware, software and all other means of IT/ICT.

8.3 The liability of FI, under contract law as well as under tort law and any other kind of law possibly vesting liability, is excluded, except for matters for which it would be unlawful for FI to exclude its liability.

8.4 If FI is liable, the liability of FI will be limited to a total amount of 0.5% of the turnover of FI related to the Website in the year the liability has arisen, with a maximum of € 300,-. Within this limitation no compensation can be seized for damages concerning:

- IT/ICT hard- and/or software;
- loss and/or restoring of data or information;
- all (other) consequential damages, such as (but not limited to) loss or missing of business opportunities, sales, contracts, clients, customers, turn-over, and/or time spent or lost by the registered company, its staff and/or personnel or money spent or costs made by or on behalf of the registered company;
- reputation and/or good name

8.5 Claims for damages shall expire when they have not been submitted to FI in writing by registered mail within a period of 13 months from the day following the day on which the registered company became aware, or should reasonably have become aware of the damages and of FI as the liable party.

8.6 This clause on liability is also stipulated on behalf of personnel working at FI.

8.7 The Visitor will protect and/or hold harmless, procedurally as well as financially, from every action and/or claim imposed on FI by a third party or authority concerning any action carried out by the Visitor. The Visitor will reimburse all reasonable costs FI suffers and/or has to pay, including legal representation, in respect of handling such claim and/or action by a third party or authority.

9. Applicable law and jurisdiction

9.1 The Website is controlled and operated in The Netherlands. The laws of The Netherlands will apply to all relations between FI and the Visitor.

9.2 All disputes between FI and the Visitor will be brought before the competent Courts of The Netherlands in first instance before the Court of Amsterdam.

9.3 However, in the case a dispute between FI and the Visitor is related to a dispute between FI and a third party, the competent court for the related dispute will also be competent for the dispute between FI and the Visitor and FI may choose the law applicable to the related dispute also to be applied on the dispute between and the Visitor.

10. Non applicable statutory provisions

The applicability of articles 6:227b, first section, and article 6:227c, of the Civil Code of The Netherlands (Burgerlijk Wetboek) concerning information to be provided on e-contracting is excluded. Any request for such information can be sent by email to FI.

FI is entitled to transfer the Website and its rights and obligations in relation to the Website and the Visitor, in whole or in part, to any other party. The Visitor agrees to any such transfer in the future by accepting these terms and conditions.

11. Validity and enforceability

If any provision of these Terms is held to be invalid or unenforceable as a whole or in part, the validity of all other provisions or the remainder of the provisions concerned will not be affected.

12. Changes

FI reserves the right to change these Terms at any time by posting such changes on the Website. Continued use of the Website shall be deemed acceptance of such changes by the Visitor.



Food-Ingredients.com BV
Ceintuurbaan 29 IV
1072 ES AMSTERDAM
The Netherlands

T. +31 (0)33 8 886 715
E. info@food-ingredients.com
W. www.food-ingredients.com
VAT no.: NL855305319
Chamber of Commerce no.: 63595346