

# Terms of Use

## **General**

1. This website (this "Website") is operated and managed by or on behalf of Farm Frites International B.V. and/or, wholly or partially, together with one of its subsidiaries ("Farm Frites"). Our address is: Molendijk 108, 3227 CD Oudendoorn, the Netherlands. We are registered at the Dutch Chamber of Commerce under number 24180852. Our VAT number is: NL 805545049B03.
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3. Farm Frites reserves the right to amend, modify and/or or replace all or part of this Website and the information and materials contained on it, as well as these Terms of Use. Please check these Terms of Use periodically for changes or modifications.

## **Use of information on this Website**

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5. References on this Website to products or services by Farm Frites do not constitute an offer for sale or a delivery of these products or services. In case you want to purchase a certain product, Farm Frites refers you to the nearest point of sale.
6. In the event that you send to Farm Frites your suggestions, remarks, questions and other information or data (including, but not limited to: texts, photographs, recipes, drawings, illustrations etc.), you grant Farm Frites (including undertakings affiliated to Farm Frites) the permission and the right to use, reproduce, alter, make public, translate, use as an example and to display those suggestions, ideas, remarks, questions or other information in whatever form possible. You guarantee that the content of those suggestions, ideas, remarks, questions or other information is correct and does not infringe any rights of third parties. Farm Frites shall in no way be held liable for such suggestions, ideas, remarks, questions or other information or data and is not obliged to make use of such suggestions, ideas, remarks, questions or other information or data or to place these on this Website. Also, Farm Frites reserves the right to verify, modify or delete these suggestions, ideas, remarks, questions or other information or data.

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### **Disclaimer of warranty and liability**

9. Although care has been taken to ensure the accuracy of the information and materials on this Website, Farm Frites does not guarantee that the information and/or materials provided on this Website are up-to-date, complete and accurate or that they are free of any defects, errors and/or viruses. Furthermore, Farm Frites does not guarantee that such defects, errors and/or viruses will be remedied or deleted. Moreover, Farm Frites reserves the right to interrupt accessibility to this Website for maintenance or updating purposes.
10. In no event shall Farm Frites be liable for any direct and/or indirect loss, damage or expense – irrespective of the manner in which it occurs – which may be suffered due and/or pursuant to your use of this Website and/or the information or materials contained on it, or as a result of the inaccessibility of this Website and/or the fact that certain information or materials contained on it are incorrect, incomplete or not up-to-date.
11. Clauses 9 and 10 above do not exclude or limit the liability of Farm Frites for anything for which liability cannot be excluded or limited by law.

### **Hyperlinks**

12. This Website may contain links to other websites and/or servers which are not managed by Farm Frites. This does not automatically mean that Farm Frites is associated with such other websites or their owners. Farm Frites is in no way liable for the content of such websites and only provides such links for the convenience of its visitors.
13. In the event that you want to create a hyperlink to this Website, you are allowed to create a link to the homepage of this Website only.

### **Privacy Statement**

14. Farm Frites respects the privacy of the visitors to its Website. Due care will be exercised when processing and securing users' personal data. In this respect Farm Frites complies with the requirements stipulated in the Dutch Data Protection Act and any applicable local data protection rules and legislation. Nevertheless, users must realise that it is impossible to provide a comprehensive guarantee that data will be secure on the Internet.
15. During your visit to this Website Farm Frites may collect data of an impersonal nature, mainly through the use of cookies. A cookie is a small text file which a server can place on the hard drive of a user's computer. It contains information about the relevant visitor's visit to this Website. Cookies can be used to collect specific information during a visitor's visit to this Website. This information can help Farm Frites to ensure that this Website and our services more closely accommodate the requirements and preferences of the users of this Website. You may configure your internet browser to notify you each time a new cookie is about to be stored on your computer so that you may decide whether to accept or reject it.

Please refer to your internet browser's help section for specific instructions. Please note that some parts of this Website may not function properly if you reject cookies.

16. Farm Frites only collects personal data which is provided on a voluntary basis when an online form is completed and sent, or when an e-mail message is transmitted. By providing your personal details you consent to Farm Frites saving them in a file which has the appropriate security measures. Farm Frites may use this data for the purposes of computerised customer administration and market research. Furthermore, Farm Frites may share the details provided with any other parties which is contractually associated with it.
17. Furthermore, Farm Frites undertakes not to communicate your details to any other party without your prior consent, unless it is required to do so in accordance with any provision of the law or a court judgment.
18. Under the terms of the applicable data protection rules and legislation you are entitled to inspect and, if necessary, correct any personal data concerning you. Furthermore, you are entitled to object to the use of your data for direct marketing purposes at any time. To this end you may address a request for such inspection, correction and/or objection to Farm Frites International B.V. at the following address: Molendijk 108, 3227 CD Oudendoorn, The Netherlands. Or by e-mail at the following address: [info@farmfrites.com](mailto:info@farmfrites.com).

#### **Governing law**

19. This Website and these Terms of Use are governed by the laws of the Netherlands or the law of the country in which the subsidiary of Farm Frites selected by the user on the homepage of this Website is located. Any dispute arising pursuant to or in connection with this Website (or its use) and/or these Terms of Use shall be solely submitted to a competent court of law in the Netherlands or in the country in which the subsidiary of Farm Frites selected by the user on the homepage of this Website is located.

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