

Terms and Conditions

for Visitors of the [branded-ingredients.com](http://www.branded-ingredients.com) website

Last revised August, 2014

1. General

The website www.branded-ingredients.com (the Website) is owned and operated by Suppledia B.V. (hereafter referred to as: Company), a legal entity under the law of The Netherlands, located at Oudezijds Voorburgwal 100, 1012 GH Amsterdam, Netherlands, registered at the Chamber of Commerce in Amsterdam under nr. 34199146

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 referred to as: "Use") is subject to these terms and conditions (hereafter referred to as: "Terms").

2.2 These Terms are legally binding between the Company and anyone, person or legal entity or whatsoever other entity, that makes Use (hereafter referred to as: "Visitor") 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 If you do not agree to these Terms, you must cease use of the Website immediately.

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

3. Website and good conduct

3.1 The Website is not meant for consumers.

3.2 The Website aims to bring together product developers of dietary supplements, functional foods and other nutritional (health) products as Visitors of the Website on the one hand and suppliers of branded ingredients (hereafter referred to as: Suppliers) on the other hand by offering an opportunity to Suppliers to show their branded ingredients on the Website. The Website is for informational purposes only.

3.3 The Website only provides a platform for Suppliers to show their branded ingredients. The Company takes no responsibility and accepts no liability for the information on branded ingredients, especially but not only it's (claimed) characteristics and effects, which is solely provided by Suppliers. For verification of information and further information on branded ingredients Visitors have to seek contact with the Suppliers concerned.

3.4 The Company does not represent any Suppliers or Visitors and will not take part in any negotiation between them and shall not be party to any contract or agreement between them. The Company does not make any warranty or representation on the reliability, financial position, practices or whatever aspect of any Supplier or Visitor. It's to the full discretion of Suppliers and Visitors to scrutinize any Supplier or Visitor 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 the Company 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 the Company 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

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

5. Communication with the Visitor

The Visitor agrees that email and other electronic means of communication can be used by the Company 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 the Company, its licensors and others. The Visitor acknowledges these rights and respects these rights shall remain with the Company, 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. Links

7.1 Links to the Website may only be established with prior written consent of the Company.

7.2 Links on the Website to other websites are to be used at the sole discretion and risk of the Visitor. The Visitor agrees that the Company has no responsibility and no liability for such other websites and/or the content, the privacy policies, the use made by others, the functionality and the security and safety of such other websites and the Company has no responsibility and no liability for products and/or services offered or advertised for on such other websites.

8. Privacy

The Company processes personal data according to the applicable data protection rules. Personal data on Visitors are processed for the purposes of the Website. These personal data may also be used for informing the Visitors about other services and products offered by the Company and its associated companies.

9. 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 email or mail.

10. Liability

10.1 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 Suppliers. The Company 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 and such before acting upon it.

10.2 The Company 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.

10.3 The liability of the Company, 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 the Company to exclude its liability.

If the Company is liable, the liability of the Company will be limited to a total amount of 5% of the turnover of the Company related to the Website in the year the liability has arisen, with a maximum of € 3.000,00. 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, it's staff and/or personnel or money spent or costs made by or on behalf of the registered company;
- reputation and/or good name

10.4 Claims for damages shall expire when they have not been submitted to the Company 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 the Company as the liable party.

10.5 This clause on liability is also stipulated on behalf of personnel working at the Company.

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

11. Applicable law and jurisdiction

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

11.2 All disputes between the Company and the Visitor will be brought before the competent courts of The Netherlands in first instance before the court of Amsterdam.

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

12. 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 the Company.

13. Transfer

The Company 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.

14. 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.

15. Changes

The Company 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.

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