

## Terms of Use

### *General*

These terms govern your use of our website [www.frencken.nl](http://www.frencken.nl), a site operated by Frencken Europe B.V. ("we"). We are registered in the Netherlands under company number 17090793 and have our registered office at Hurksestraat 16, 5652 AJ Eindhoven. Our VAT number is NL804522923B01. We are part of the Frencken Group Limited registered in Singapore and listed on the Singapore Stock Exchange. We are a limited liability company.

By using our site, you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree to these terms, you must not use our site. Please read these terms and conditions carefully before using this site. We may amend these terms from time to time. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time. These terms were most recently updated on 14-03-2018.

These terms of use refer to the following additional terms, which also apply to your use of our site:

- Our privacy statement, which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.
- Our cookie statement, which sets out information about the cookies on our site.

We may update and change our site from time to time. We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

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Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

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If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

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The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.

We are not responsible for websites we link to

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the contents of those sites or resources.

### *Our responsibility for loss or damage suffered by you*

We exercise the greatest possible care in the compilation and maintenance of the information contained on our website. However, we do not warrant the completeness and/or accuracy of the information provided by us via our site. Neither Frencken, nor any of its subsidiaries, affiliates, partners, licensors or suppliers shall be liable for any indirect, consequential, punitive, special or incidental or other damages resulting from, arising out of or in connection with the access, use of, or inability to access or use this site.

If you live in a country or state that does not allow any of the foregoing exclusions or limitations of liability or any of the disclaimers of warranties in these terms, such exclusions or limitations will not apply to you but only to the extent such exclusions or limitations are not allowed. In such case, such exclusions or limitations shall be limited to the greatest extent permitted by applicable law.

### *Bugs and viruses*

We do not guarantee that our site will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the 2013/40 EU Directive "On attacks against information systems" and the 2016/1148 EU NIS Directive on security of network and information systems. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

### *Linking to our site*

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link to our site in any website that is not owned by you. Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

We reserve the right to withdraw linking permission without notice.

If you wish to link to or make any use of content on our site other than that set out above, please contact [info@frencken.nl](mailto:info@frencken.nl).

### *Disputes*

Please note that these terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by Dutch law. We both agree that the courts of Oost-Brabant in 's-Hertogenbosch, the Netherlands will have exclusive jurisdiction.