

General Terms and Conditions of Use Remote Support Facilities Plukon

1. Definitions

Plukon: Plukon Food Group B.V and her subsidiaries;

User: The employees, consultants or others which have been granted access to the Remote Support Facilities on the basis of an invitation by Plukon on behalf of the Company;

Company: The company which has been invited by Plukon to make use of the Remote Support Facilities;

Plukon Helpdesk: The IT Helpdesk of Plukon, contact details: helpdesk@plukon.nl / +31 85 40 171 30;

Remote Support Facilities: The online environment in which Users can directly access the relevant devices;

Terms and Conditions: These General Terms and Conditions of Use Remote Support Facilities Plukonas designed by Plukon and as amended from time to time. The most recent version of the Terms and Conditions can be downloaded from www.plukon.com/gtc-remote-facilities .

2. Purpose

The purpose of the Remote Support Facilities is to grant the Company access to a specific relevant digital environment in order to perform maintenance, check-ups or repairs to hardware and software (in connection with, for example, machines and equipment) the Company has supplied to Plukon.

3. Functionalities

The User acknowledges and accepts that the Remote Support Facilities has an option which enables Plukon to trace (both real time and with retrospective effect) any action and movement of the User in the Remote Support Facilities. Plukon reserves the right to exercise this option whenever appropriate for business or practical reasons or to prevent, detect and/or stop abuse of the Remote Support Facilities.

For technical questions or support the Users may contact the Plukon Helpdesk.

4. Confidentiality

All information made available by Plukon through its Remote Support Facilities is strictly confidential and may only be used for the intended purpose. The User shall treat this information carefully and diligently. The User will not share this information with third parties, with the exception of employees, advisors, accountants etc. of the Company who have a need to know this confidential information. The User is obliged to ensure that these third parties are bound to the same confidentiality as the User is itself. Sharing the personal log-in details of the account with third parties, or treating the login-details uncarefully, is considered as a breach of this confidentiality obligation.

In case the User illegally shares confidential information anyhow, the User is obliged to report this as soon as possible, but at least within 24 hours after discovery, to Plukon. The User and the Company indemnify Plukon against any damages resulting from a breach of these confidentiality obligations.

5. Intellectual property rights

All content made available via the Remote Support Facilities, such as but explicitly not limited to, texts, pictures, photos, logos, designs or otherwise, is and will remain the exclusive property of Plukon. The use and distribution of this content outside the Remote Support Facilities is prohibited except for Plukon's explicit prior written consent.

6. Maintenance

Plukon reserves the right to perform maintenance to the (software of) the Remote Support Facilities which may lead to inaccessibility or a slower connection. To the extent possible, Plukon informs the User in advance of any scheduled maintenance and will have this scheduled maintenance performed outside business hours. Plukon is not liable for any damage resulting from inaccessibility to its Remote Support Facilities..

7. Rules of conduct; deletion of account

The User will refrain from any behavior which does not fit the purpose of the Remote Support Facilities. The User will only log-in with his own personal account or designated Company account and the User will not share his log-in details with others, except in case of prior explicit written permission of the Plukon Helpdesk.

Users may only log-in with company devices which are equipped with up-to-date protection software (including but explicitly not limited to virus scanners, spam filters and worm filters). Usage of the Remote Support Facilities with private devices is strictly prohibited.

Plukon reserves the right to deny access (temporarily) or delete the account in case of suspected abuse. Plukon is not liable for damages as a result of the denying of access and/or the deletion of the account.

8. Specific instructions

Plukon, and especially the Plukon Helpdesk, may provide the Company or the User with specific instructions or obligations regarding the Remote Support Facilities which are not included in these Terms and Conditions. The User agrees to fully comply with these specific instructions.

9. Liability

The use of the Remote Support Facilities is for the account and risk of the User. The correct usage of the Remote Support Facilities is and will remain the sole responsibility of the User. Plukon shall not be liable for any damage resulting from the use of the Remote Support Facilities, except for damages caused by intent or gross negligence on the part of Plukon.

10. Updates or amendments to the Terms and Conditions

Plukon reserves the right to amend or update these Terms and Conditions from time to time. The User will be informed in accordance with a reasonable notice period of this amendment or update. After an amendment or update, the new Terms and Conditions will be offered again to the User to enable the User to read and accept them again. The most recent version of the Terms and Conditions can be downloaded from www.plukon.com/gtc-remote-facilities.

11. Severability clause

In case one or multiple of the provisions in these Terms and Conditions will become, wholly or partially, invalid or unenforceable, the validity or enforceability of the other provisions shall not be affected or impaired thereby in any way. The User agrees that an invalid or unenforceable provision will be replaced by a clause which best suits its purpose. The same applies in case of an omission.

12. Applicable law

These Terms and Conditions are governed exclusively by Dutch law.