



## LEGAL NOTICE AND WEBSITE TERMS AND CONDITIONS

This website [www.lesaffre.com.au](http://www.lesaffre.com.au) (hereinafter referred to as the “**Website**”) is presented by Lesaffre & CIE (referred to as “**Lesaffre**”) and its subsidiaries to Internet users (hereinafter the “**Users**”, and also referred to as “**you**” or “**your**”). Before using the Website and the services offered on it, Lesaffre and its subsidiaries ask you to read the terms and conditions detailed hereafter as they describe your rights and obligations and those of Lesaffre (hereinafter the “**Terms**”) and its subsidiaries where applicable. Access to the Website, your use of this Website and the services offered on it imply unrestricted and unconditional acceptance of the Terms. If you do not wish to be bound by these Terms, you are not authorised to use the Website and the services offered on it.

**IF YOU DO NOT ACCEPT THE TERMS SHOWN BELOW, PLEASE LEAVE THE WEBSITE IMMEDIATELY.**

### 1. **Legal Information**

The content featured on this Website has been created exclusively for the purpose of providing information about Lesaffre and its subsidiaries. The Website allows Users to discover Lesaffre’s and its subsidiaries’ products and services, and to sign up using User’s email address to receive all information, in particular commercial or promotional information, from Lesaffre or its subsidiaries.

No commercial use may be made of the data shown on the Website without the prior written agreement of Lesaffre, the Website’s publisher, and/or its subsidiaries.

### 2. **Administration and Modifications**

The control and administration of the Website are carried out from Lesaffre’s subsidiary in Australia which makes no claim that this material is adapted to, or available for use in all countries. If you are using the Website from other regions than Australia pacific, it is your responsibility to ensure that you conform to applicable local laws and regulations.

Lesaffre reserves the right to change these Terms. In this case, the new version of the Terms will be available on the Website and the changes will be effective immediately. Thus, the applicable terms and conditions governing a User’s use of the Website are those in effect and available on the Website on the date on which the Website is accessed by the User.

Lesaffre reserves the right to modify or correct the Website content at any moment, without notice, in addition to the present Terms. It shall not be liable for any possible consequences of such modifications.

### 3. **Intellectual Property Rights**

Unless otherwise expressly stipulated, Lesaffre and its subsidiaries are the owners or licensees of all rights, title and interest (including copyright, designs, patents, trademarks and other intellectual property rights) in the Website and in all material texts, slogans, graphics, images, photographs and other content (“**Content**”) made available on the website.



Use of this Website and use of and access to any Content does not grant or transfer any rights, title or interest to the User in relation to this Website or the Content. However, we do grant you a licence to access the Website and view the Content on the terms and conditions set out in these Terms and, where applicable, as expressly authorised by us and/or our third-party licensors.

Unless otherwise expressly provided in these Terms, any partial or complete reproduction, representation, modification, alteration and/or total or partial operation of the Website and/or an element of its content, by any means whatsoever and on any medium whatsoever (in particular by storing information on another medium), must always be subject to the prior written express authorisation of Lesaffre and its subsidiaries. Permissions to display some elements of the Website are to be requested by email at [apac@lesaffre.com](mailto:apac@lesaffre.com).

**Any failure to obtain such authorisation may result civil and criminal penalties.**

**i) Website Content**

In particular, Lesaffre and its subsidiaries own or license from third parties all rights, title and interest, including all intellectual property rights, in the texts, images, drawings, layout and graphical identity of this Website. To the extent permissible by law, copying, extracting, circulating, broadcasting or modifying the content of this Website for commercial purposes is strictly forbidden.

Lesaffre and its subsidiaries authorise the downloading of a copy of the information to a temporary storage area strictly for private consultation purposes only, on condition that you do not delete, alter or modify the pages or the content concerned, or change any copyright logo or other symbol, such as the symbols concerning registered trademarks, reservation of rights, or any other protected rights (copyright, “©” or “®” symbols, etc.), digital traceability data or any other technical aspect created for recognition purposes.

**ii) Trademarks**

Lesaffre and its subsidiaries own or license from third parties all rights, title and interest, including all intellectual property rights, in the trademarks, logos, brands, corporate names, acronyms, trade names, signs, domain names, product and service names used on this Website, whether registered or not, (collectively the “Trademarks”), including without limitation “Lesaffre”. The Trademarks may not be used without the express prior written permission of their owner. Nothing contained on this Website should be construed as granting any license or right to use any Trademark displayed on this Website without the written permission of Lesaffre and its subsidiaries.

Any total or partial reproduction, representation, operation, or use whatsoever, of these Trademarks carried out based on elements featured on the Website without the express written authorisation of Lesaffre or, where relevant, its subsidiaries, is prohibited and may result in civil and criminal penalties.

**iii) Databases**

The User acknowledges that the Website consists of one or more databases made available by Lesaffre and its subsidiaries in its capacity as producer of said databases within the meaning of applicable regulations. Unless the prior written agreement of Lesaffre has been obtained, the User agrees not to conduct any direct or indirect, total or partial, qualitatively or quantitatively substantial extraction, use, storage, reproduction, representation, modification, translation, transfer to another site or preservation of the content of one or more Lesaffre's and its subsidiaries' database without the prior written permission of Lesaffre. The User also agrees not to conduct repeated and systematic extraction or reuse of qualitatively non-substantial parts of the content of one or more databases of Lesaffre and its subsidiaries.

**4. Contestations**

Unless otherwise expressly provided in the above "Intellectual property rights" section of these Terms, no aspect of the present Terms may be interpreted as granting to the User any license, right, copyright or other intellectual property rights of any form. If, in your capacity as the owner of an intellectual property right, you feel that your work has been unfairly copied or distributed via this Website, please immediately inform Lesaffre of this by writing to [apac@lesaffre.com](mailto:apac@lesaffre.com).

**Contacting Lesaffre**

Your messages and feedback are always welcome. Any message or document which you may send to Lesaffre whether through the Website, by e-mail or by any other means, including (for example) personal details, will be treated as non-confidential and non-exclusive.

Any data which you may submit or put online may be used by Lesaffre and its subsidiaries or allocated by license to third parties by Lesaffre and its subsidiaries, for the following purposes: the management of the customer relationship and the offering of products and services by Lesaffre and its subsidiaries, by their partners or by third-parties. For further details about the processing of your personal information, please refer to section "Privacy Policy" below.

Furthermore, you grant Lesaffre and its subsidiaries a perpetual, worldwide, transferable, non-exclusive right to access, use, modify, reproduce and store any data or material (including any idea, concept, know-how or techniques) contained in any message which you send to the Website regardless of its subject.

**5. Limitation of Liability**

It is possible that the documents featured on this Website contain inaccuracies or errors. To the extent permitted by law, including the Australian Consumer Law, Lesaffre and its subsidiaries do not guarantee nor warrant that, (i) the information or Website functionalities contained in the Website is free of errors or inconsistencies, nor that, (ii) the Website or its access server is free of virus or any other dangerous component. The use of, and visits to this Website are undertaken at your own risk: the User is solely liable for User's use of the Website and the services that the User accesses from the Website.

The User acknowledges and accepts in this respect that it will indemnify Lesaffre and its subsidiaries against any loss suffered by Lesaffre and its subsidiaries in connection with any claim or proceedings brought against Lesaffre and its subsidiaries due to User's improper use of the Website or any service offered on the Website.

Lesaffre and its subsidiaries shall not be liable:

- In case of unavailability of the Website and any service offered on the Website for reasons such as (but not limited to) the shutdown of the public power grid, the failure of cable telecommunications networks, loss of connectivity to the Internet network due to public or private operators, including one of the Users, caused in particular by strikes, storms, earthquakes, or any other cause having the characteristics of force majeure as interpreted by any applicable court;
- If the Website content and any service accessible via the Website is used by a User in conditions that do not comply with these Terms;
- For any malfunction of any kind relating to the User's hardware and User's Internet connection when accessing the Website and/or services offered on the Website.

To the fullest extent permissible by applicable law, including the Australian Consumer Law, neither Lesaffre, its subsidiaries, nor any other party involved in the creation, production or delivery of this Website will be held liable for any direct or indirect damages or compensation including in particular loss of profits, data or other intangible losses, arising notably from (i) the use of inability to use the Website, the services offered by the Website or the content of the Website; (ii) any claim attributable to errors, omissions, or other inaccuracies contained on the Website and an element of its content or the services offered by the Website; (iii) unauthorised access to, or alteration of your transmissions or data; or (iv) any other matter relating to the Website and elements of its content or services offered by the Website, even if Lesaffre and its subsidiaries has been informed of the possibility of such damages. Without in any way restricting the above, to the extent permitted by law, including the Australian Consumer Law, all information and data contained on this Website is proposed to you "AS IS", i.e. WITH NO EXPRESS OR IMPLIED GUARANTEE OR ANY FORM.

Lesaffre and its subsidiaries reserves the right to refuse all or part of the access to the Website or the services offered by the Website to any User for any reason, at any time and at its sole discretion. The User accepts that Lesaffre and its subsidiaries may block the IP address or addresses of the User at any time, without notice and at its sole discretion to refuse the continued use of the Website by the User. Lesaffre and its subsidiaries reserve the right to take any action it deems appropriate, at its sole discretion, against breaches of the Terms, and expressly reserves all rights and remedies available.

Access to the site may be unavailable or terminated at any time for updating or any other technical matter. Lesaffre and its subsidiaries shall not be liable for these interruptions and for any claims or damages arising directly or indirectly from them.

## **6. Links**

Lesaffre shall not be considered liable for any links created directly or indirectly from its Website, or for the content of other websites. The creation of hypertext links to the Website may only proceed subject to the prior written agreement of Lesaffre, which may be revoked at any time. The existence of any link to



sites linked to the [www.lesaffre.com.au](http://www.lesaffre.com.au) Website does not imply approval by Lesaffre of the content of the pages hosted off at Website or of any other site linked to [www.lesaffre.com.au](http://www.lesaffre.com.au) Website.

Consequently, you access other off-site web pages or websites via links at your own risk and liability.

## **7. Privacy Policy**

The purpose of this section is to describe how Lesaffre will process personal information that Users provide when using the Website.

### **a) Personal information collected on the Website**

To provide the Website and all services offered on the Website, Lesaffre will store and process certain personal information about Users.

Lesaffre may collect or ask Users to provide data from time to time, such as name, address, email address, telephone number, IP address, browser type, operating system, and/or activities on the Website. Personal information includes information or an opinion about an individual that is reasonably identifiable. By providing such personal data to use, you consent to our collection and processing of your personal data in accordance with this Privacy Policy.

In particular, Lesaffre may collect Users' personal information:

- i) Via online forms, registration of online Users;
- ii) Via information provided by the User in a letter sent to Lesaffre;
- iii) Via a cookie placed during visits to the Website. The data collected will include Website browsing, actions, pages viewed, frequency and dates of access, etc. Please refer to the section "Cookies" below for more details about cookies used.

Lesaffre takes reasonable steps to ensure the security of such data and to prevent their illegal use or any unauthorised access. The provision of personal data is optional. However, if you refuse to disclose your personal data, Lesaffre may not be able to process your request. If you decide to disclose your personal data to Lesaffre, the mandatory or optional nature of the fields to be filled in will be clearly marked.

### **b) Purposes of collecting Users' personal information**

The personal information of each User will be kept with any additional information that the User may have disclosed to Lesaffre from time to time, and will be used to provide you the services offered on the Website and any other related services and to process specific requests made through the Website, and more generally, to manage the customer relationship.

Lesaffre may also use the personal information of Users as indicated above in "Contacting Lesaffre" and to analyse Website use and/or keep Users informed about other products and services which, according to Lesaffre, might interest them or, more generally, for any commercial prospecting. If the explicit consent of the User has been obtained when such a consent is required by applicable law.

### **c) Retention of your personal information**



Lesaffre will only process Users' personal information for the period necessary and proportionate for its purposes. Lesaffre will notably retain User's personal information for the duration required for the management of the commercial relationship.

**d) Recipients of your personal information**

- i) Personal information is intended for Lesaffre and its subsidiaries and their staff. This data may be disclosed to third parties designated by Lesaffre and its subsidiaries for the provision of services offered on the Website. All staff and any third parties referred to above are subject to strict confidentiality rules.
- ii) In addition, if you duly notified your acceptance when such a consent is required by applicable law, personal information may be used for purposes of commercial prospecting by Lesaffre and its subsidiaries or Lesaffre's and its subsidiaries' partners.
- iii) Lesaffre and its subsidiaries may, from time to time, increase or reduce its activities which may involve the sale of certain divisions or the transfer of control of certain Lesaffre and its subsidiaries activities to other parties. If any, the personal information provided by Users is to be transferred/ assigned to the successor of the activity and the successor or the new controlling party will be authorised hereunder to use such personal information for the sole purposes for which it was provided by you.
- iv) Lesaffre and its subsidiaries may share your personal information with its services providers and subcontractors for the purposed of providing Lesaffre's and its subsidiaries' products and services including the products and services mentioned on the Website or related. Lesaffre and its subsidiaries may, from time to time, disclose your personal information to entities located outside Australia, some of which may have laws on personal information protection that differ from those of Australia, or no data protection law. These entities are located in Singapore and France.

**e) Accessing and correcting your personal information**

- i) You can access the personal information we hold about you by contacting us at [apac@lesaffre.com](mailto:apac@lesaffre.com).
- ii) Sometimes, we may not be able to provide you with access to all of your personal information and, where this is the case, we will provide you with a reason. We may also need to verify your identity when you request for your personal information.
- iii) If you think that any personal information we hold about you is inaccurate, please contact us and we will take reasonable steps to ensure that it is corrected.

**f) Making a complaint**

If you think we have breached the Privacy Act, or you wish to make a complaint about the way we have handled your personal information, you can contact us at [apac@lesaffre.com](mailto:apac@lesaffre.com). Please include your name, email address and/or telephone number and clearly describe your complaint. We will acknowledge your complaint and respond to you regarding your complaint within a reasonable period of time. If you think that we have failed to resolve the complaint satisfactorily, we will provide you with information on further steps you can take.

**8. Force Majeure**

Lesaffre's and its subsidiaries' liability cannot be sought if the performance of one of their obligations is prevented or delayed by an event of force majeure as defined by any applicable court, including, but not limited to, natural disasters, fire, malfunction or interruption of the telecommunications network or the power grid, attacks including terrorist attacks, strikes, or wars.

**9. User Warranties**

By accessing the Website, the User represents, warrants and agrees:

- i) To access the Website and related services in good faith in accordance with these Terms, which the User accepts;
- ii) Not to, nor attempt to, try to damage, hack, reverse engineer or otherwise interfere (collectively, "Interfere") with the Website in any manner whatsoever. If you interfere in any way with the Website, you agree to pay all damages that Lesaffre and its subsidiaries could incur;
- iii) Not to access and/or use the Website and any service provided by the Website for illicit purposes and/ or for the purpose of harming the reputation and image of Lesaffre and its subsidiaries, or more generally to infringe the rights, including the intellectual property rights of Lesaffre and its subsidiaries or any third party;
- iv) Not to use any part of the Website and the services it offers, especially for commercial and/or personal purposes, in a form and/or a medium not expressly authorised by Lesaffre and its subsidiaries;
- v) Not to market, directly or indirectly, the access to the Website and the services it offers;
- vi) Not to reproduce or represent all or part of the Website for private purposes, except to the extent permitted by law, or for direct or indirect marketing in particular to third parties;
- vii) Not to restrict the access to, or the use of the Website and/ or services available via the Website;
- viii) Not to change, including in the buffer or temporary memory, any notice or element of the content of the Website and/or services available via the Website;
- ix) Not to contravene the legal provisions relating to "hacking";
- x) Not to engage in any act that would constitute a breach of either the privacy (including uploading private or personal information without an individual's consent) or any other of the legal rights of individuals.

In the event of breach of one or more of these provisions, and without this list being exhaustive, the User acknowledges and accepts that Lesaffre and its subsidiaries shall have the right to refuse, unilaterally and without prior notice, access to all or part of the Website at any time and Lesaffre will not be responsible for any loss, cost, damage or liability that may arise as a result.

**10. Entire Agreement - Titles**

The Terms constitute the entire agreement between Lesaffre and the User relating to the use of the Website and the services offered on it and supersede any agreement having the same purpose that may have existed previously between the User and Lesaffre.

Then failure of either party not to claim a breach by the other party to any of the obligations set forth herein shall not be construed in the future as a waiver of the obligation in question.



Headings are for convenience only and do not affect interpretation.

**11. Divisibility**

In the event that one or more provisions of the Terms would be considered null, illegal, unenforceable, deemed unwritten or declared as such pursuant to any law, regulation or following a decision of a competent jurisdiction having authority res judicata with no right of appeal, the other provisions shall remain in full force and effect and remain fully applicable.