

General Terms and Conditions of Use of Licence

1. Scope of Application

The Licensee intends to use the logo, trademark, video files, product images and/or text data (hereinafter referred to as “**Data**”) of ROTHENBERGER Werkzeuge GmbH Industriestrasse 7, 65779 Kelkheim, Germany (hereinafter referred to as “**ROTHENBERGER**”) for advertising, marketing and/or presentation purposes. Within the framework of these General Terms and Conditions of Use (hereinafter referred to as “**GTC**”), the licensee is granted the possibility to use the Data for a limited period of time. ROTHENBERGER shall provide the required Data to the Licensee for this purpose in accordance with these GTC. These GTC shall also apply in their current version to future transfers of Data.

2. Permission of use

1. ROTHENBERGER hereby grants the Licensee a non-exclusive (simple) right, specified in detail in these GTC, to use the transferred Data defined above, limited in terms of location (Section 4 of these GTC), content (Section 5 of these GTC) and time (Section 6 of these GTC).

2. The permission of use described above does not give rise to any other rights of the Licensee to the Data provided and transferred.

3. ROTHENBERGER shall provide the logo and the product images to the Licensee in principle as JPG, eps or tiff files. Should the Licensee require the logo or the product images in a different file format, this shall be agreed with ROTHENBERGER in text form.

3. Purpose of use of the Data

1. The transfer of the Data to the Licensee is exclusively for the following purposes:

1.1. In order to place admissible advertising for ROTHENBERGER or ROTHENBERGER products on the website of the Licensee or in print media;

1.2. In order to place admissible advertising for the provision of services (e.g. in the area of consulting, production of advertising and sales materials, creation of websites) for ROTHENBERGER.

2. Other use of the Data, shall be agreed with ROTHENBERGER in text form beforehand.

3. Prior to each publication of the Data, the Licensee is obliged to present the concrete design to ROTHENBERGER and to coordinate it with him.

4. Location limits of use

1. The Data made available shall only be used in the Federal Republic of Germany or specifically for advertising intended for the German market.

2. The use of the Data in another country, shall expressly be agreed with ROTHENBERGER in text form beforehand.

5. Content limits of use

1. The Licensee is not permitted to use the Data in a manner that is anti-competitive or otherwise illegal. In particular, the Data may not be used to mislead.

2. The Licensee is not entitled to use the Data in a form that deviates from the specified, registered and provided form. In particular, he is not entitled to make graphic changes, to change the proportion of the individual Data components to each other or to change the colour composition of the Data.

3. If in individual cases a multi-coloured representation is not possible for technical reasons or is unusual due to the medium used, the Licensee is obliged to make the representation in black and white.

4. The Licensee is prohibited from using the Data for information about or advertising of products or services of ROTHENBERGER's competitors.

5. The Licensee is not entitled to use the Data for disparaging criticism, defamation or for the purpose of amusing ROTHENBERGER or his products.

6. The Licensee is not permitted to reproduce, display or digitally store the Data for his own archival purposes.

7. The Licensee is not permitted to edit the Data. In particular, he may not alter the Data provided by copying, photographing, photocomposing or making other changes by photomechanical or digital means. An exception to this is the reduction and enlargement of the Data.

8. Any deviation by the Licensee from the form of use of the Data as described above shall not be permitted even if the Data do not lose their distinctive character as a result of the deviation.

6. Time limit of use and termination

1. The permission of use is granted for a limited period of time and ends:

1.1. Unless otherwise agreed individually, at the latest after the expiry of twenty-four (24) months, without any need for termination;

1.2. By termination of the Licensee's customer status;

1.3. By ordinary termination, which is possible with a notice period of two (2) weeks;

1.4. By extraordinary termination in accordance with subsection 2 of this section.

2. ROTHENBERGER can extraordinarily terminate the permission of use be at any time if the Licensee violates one of the obligations from these GTC. Due to the special significance and importance of the brand name for ROTHENBERGER, the extraordinary termination is permissible and effective even without a prior reminder and setting of a deadline to remedy the violation.

3. The right of both parties to extraordinary termination for good cause pursuant to § 626 of the German Civil Code remains unaffected.

4. The termination shall be in text form to be effective.

5. The Licensee's right to continue to use the Data from ROTHENBERGER ends with the termination of the permission of use.

7. Duties of the Licensee after termination

1. The Data provided to the Licensee shall be returned to ROTHENBERGER or deleted after the termination of the permission of use.

2. The Licensee is obliged to immediately hand over to ROTHENBERGER a written confirmation of the complete deletion of the Data provided or produced by the Licensee. The Licensee is liable for the correctness of the information provided in this confirmation.

8. Disclosure of Data to third parties

1. The Licensee is prohibited from disclosing the Data to third parties.

2. By way of exception, transfer of the Data to third parties may take place if this is done for the purpose of reproducing print products, print and advertising materials or press products to the printing company being commissioned. The prerequisite for this is that the printing company concerned is obliged to treat the transferred Data confidentially.

3. A transfer of the permission of use to any legal successors and affiliated companies of the Licensee as well as the granting of sub-licences is excluded.

4. The Licensee is not entitled to assign the licence to a third party.

9. Source disclosure and documentation requirements

1. When using Data, ROTHENBERGER is to be stated as the source.
2. For each use of the Data, a voucher copy or a printed extract of the publication on the internet shall be sent to ROTHENBERGER without delay.

10. Contractual penalty and compensation for damages caused by improper conduct by the Licensee

1. Should the Licensee not use the provided Data within the scope of these local, temporal and content-related restrictions of use specified in these GTC and not respond to a request to remedy the violation or violate the same requirement again, ROTHENBERGER is entitled to demand a contractual penalty to be determined at its reasonable discretion for each violation. Upon corresponding application by the Licensee, the determined amount shall to be reviewed by the court for appropriateness and corrected by the court if necessary (§ 315 German Civil Code).
2. The defence of continuation is excluded.
3. Should ROTHENBERGER incur demonstrably higher damages due to the improper use, ROTHENBERGER is entitled to assert these damages, taking into account the contractual penalty.

11. Warranty

1. ROTHENBERGER confirms that he is the owner of the Data made available. He further confirms that he is not aware of any conflicting rights of third parties to the use of the Data.
2. ROTHENBERGER does not guarantee the legal validity, unassailability or marketability of the Data.

12. Indemnification and exclusion of liability of ROTHENBERGER

1. ROTHENBERGER accepts no liability for the existence of the brand and is free to remove products from the programme at any time, even if their images are still available in the image database.
2. ROTHENBERGER accepts no liability for the quality and availability of the Data covered by the permission of use.
3. ROTHENBERGER accepts no liability for the fact that in complying with the obligations of the Licensee assumed in these GTC, violations of legal or contractual obligations of the Licensee towards third parties as well as a claim against the Licensee by third parties due to such violations are excluded.
4. ROTHENBERGER shall not advise the Licensee on questions of admissibility of advertising. The Licensee is responsible for the integrity of his advertising.
5. The Licensee is obliged to indemnify ROTHENBERGER internally from all claims of third parties, which they assert - for whatever legal reason - due to the use of the Data, or to compensate ROTHENBERGER for such.

13. Final provisions

1. The law of the Federal Republic of Germany shall apply to these GTC and to the use of the Data provided, to the exclusion of the provisions of the Convention on Contracts for the International Sale of Goods (CISG) and the conflict of laws.
2. If the Licensee is a merchant, the exclusive place of jurisdiction shall be the place of business specified in Section 1.
3. Any deviating agreements shall be in writing. Any waiver of this written form requirements also be in written form.
4. Should any provision of these GTC be or become invalid or unenforceable in whole or in part, this shall not affect the validity of the remaining provisions. The parties are obliged to replace the affected condition with a provision that comes as close as possible to its economic objective.