



Rights of use for advertising materials

ELORA-Werkzeugfabrik GmbH (hereafter referred to as ELORA) provides retailers with advertising material such as photographs, graphics, texts and logos free of charge in order to simplify and optimise the advertising and selling of ELORA products for these retailers.

By receiving or downloading promotional materials from the Online Dealer Portal, the Dealer agrees to the following terms of use:

1. The retailer and ELORA both assume that the materials made available are protected by copyright and/or trademark law.
- 2.1 The retailer will use the provided advertising material exclusively for the purpose of advertising the ELORA products that they are offering for sale.
- 2.2 The retailer undertakes to inform ELORA upon request of the media in which the advertising materials are and have been used and to make copies available to ELORA if there is a legitimate interest.
- 3.1 ELORA grants the retailer the non-exclusive, simple right, to reproduce, distribute, store in databases and make publicly accessible the content for the sole purpose of advertising ELORA products on the retailer's website and/or in advertisements, advertising flyers and catalogues.
- 3.2 The retailer is not entitled to grant sublicences to third parties.
- 3.3 The retailer is not entitled to edit the advertising materials. The only exception to this is the scaling of the provided content.
- 3.4 If ELORA objects to the specific use of the advertising material made available, the retailer will implement change requests on behalf of ELORA immediately and as far as technically possible.
- 3.5 ELORA has the right to be named as the author or owner of the exploitation rights. If the advertising material contains a copyright notice, the retailer is obliged to accept this.
- 4.1 The granting of rights according to this contract can be properly terminated with one month's notice to the end of the month. The termination of this contract for an important reason remains unaffected.



- 4.2 Notice of termination must be in writing or in text form.
- 4.3 After ordinary termination, the retailer will refrain from using and delete the advertising materials in online media within 5 days. After ordinary termination, the retailer will only continue to use advertising materials that have taken on an embodied form as long as no new edition is made.
- 4.4 In individual cases, the deadlines can be extended after termination at the sole discretion of ELORA.
- 5.1 This contract is subject to German law excluding UN sales law.
- 5.2 There are no verbal collateral agreements. Supplements or changes to the contract must be made in writing or in text form. This also applies to this provision.
- 6. Should individual provisions of this contract be or become ineffective, the effectiveness of the remaining provisions shall not be affected. Instead of the ineffective provision, the parties will agree on an effective provision that the parties would have reasonably agreed upon, taking into account the originally intended purpose and under economic consideration. This also applies in the event of a gap.
- 7.1 The place of fulfilment is Remscheid.
- 7.2 The place of jurisdiction for disputes arising from this contract is Düsseldorf, unless otherwise prescribed by law.