

Terms and Conditions for the Use of Media

Kroschke sign-international GmbH ("Kroschke") distributes products from suppliers to business customers through various sales channels (print and online). In doing so, Kroschke ensures optimal marketing—also in the suppliers' best interests—by using the article, product, and other images; drawings; company and product logos; video and audio material; and article, product, and marketing texts ("Media") provided by suppliers under the following terms and conditions:

1. The supplier grants Kroschke a simple, non-exclusive, geographically unrestricted, irrevocable, and royalty-free right of use to the media provided by the supplier for the duration of the business relationship as well as for the sell-off and use-up periods specified in Section 12.
2. The Supplier declares that it holds the necessary rights to the Media provided and indemnifies Kroschke against any claims by third parties in this regard. This includes, in particular, copyrights, neighboring rights, trademark rights, design rights, personality rights, rights to a name, rights of depicted persons, rights to corporate logos, as well as all rights necessary for the editing, reproduction, making publicly available, distribution, promotion, and other use of the advertising materials specified in Section 4. In return, Kroschke undertakes to fully respect the corresponding rights and to ensure the unrestricted protection of the supplier's intellectual property.
3. Upon providing the media, the supplier is obligated to notify Kroschke in writing, without being asked, whether and to what extent the media were generated or processed, in whole or in part, by an artificial intelligence system as defined in Regulation (EU) 2024/1689 (AI Regulation).
This applies in particular to media that contain image, audio, or video content generated or manipulated by artificial intelligence and that must be disclosed or labeled as artificially generated or manipulated under the AI Regulation, especially if they resemble existing persons, objects, places, facilities, or events and could falsely appear authentic or truthful to a natural person.

The Supplier must provide Kroschke with all information necessary for lawful use, disclosure, and labeling in a timely, complete, and accurate manner.

This includes, in particular, information regarding

- a. whether the media was entirely AI-generated or partially AI-modified,

- b. which components of the media were generated or modified by artificial intelligence,
- c. whether, in the supplier's view, there is a disclosure or labeling obligation under the AI Regulation or other legal provisions,
- d. what labels, metadata, watermarks, or origin information have already been applied by the supplier or a third party, and
- e. whether the creation, editing, or use of the media may infringe upon third-party rights, personality rights, trademark rights, design rights, copyrights, neighboring rights, or other intellectual property rights.

The Supplier shall ensure that AI-generated or AI-modified media are transmitted to Kroschke only if their creation, editing, provision, and use by Kroschke are legally permissible under these provisions. The Supplier is not authorized to remove, alter, or suppress any existing labels, metadata, watermarks, or origin information that indicate artificial generation or editing, to the extent that such information may be necessary to fulfill statutory transparency, disclosure, or labeling obligations.

If the supplier subsequently determines that a provided medium was generated or edited, in whole or in part, by artificial intelligence, or that a legal disclosure or labeling obligation exists or could exist, the supplier must immediately notify Kroschke in writing and provide all information necessary for review and implementation.

The supplier shall indemnify Kroschke against all third-party claims, regulatory actions, fines, damages, and reasonable legal defense costs arising from the supplier's breach of its obligations under this section or from the supplier's provision of inaccurate, incomplete, or delayed information regarding the use of artificial intelligence, labeling obligations, or third-party rights. This does not apply to the extent that Kroschke itself culpably caused the claim or damage.

4. Kroschke is entitled, subject to the principles set forth herein, to transfer the right of use to affiliated companies. Affiliated companies within the meaning of these provisions are companies affiliated with Kroschke pursuant to Sections 15 et seq. of the German Stock Corporation Act (AktG) as well as companies of the Klaus Kroschke Group, provided that they use the media exclusively for the promotion and presentation of the Supplier's products. Kroschke is also entitled to transfer the right of use to resellers, but only if they purchase the relevant products from Kroschke for the purpose of resale. Kroschke shall enter into a usage agreement with the resellers that complies with the principles of these provisions.

The transfer of the media to other third parties requires the prior consent of the supplier.

5. The media may be used exclusively for the promotion and presentation of the supplier's products in advertising materials and for other marketing purposes.

Advertising materials in this context include, in particular, online media such as online stores, e-commerce platforms, and marketplaces for business customers; email advertising and newsletters; social networks and search engines; as well as print advertising materials such as catalogs, flyers, and brochures; and use at trade shows.

This use also includes the reproductions, format conversions, temporary storage, preview images, data feed transmissions, and retrievals via interfaces that are technically necessary for this purpose.

6. The provision of the media is free of charge for Kroschke.
7. Kroschke is entitled to edit the provided media to ensure optimal presentation in the advertising materials.

This editing includes scaling, mirroring, cropping, and minor visual modifications, provided they serve to achieve the best possible presentation in the advertising materials, do not impair the overall quality of the presentation, and do not fundamentally alter the appearance of the media. Brand and product logos must always be reproduced faithfully and may only be resized.

8. The provided media may only be used in accordance with these provisions. Use in illegal, misleading, discriminatory, defamatory, politically extremist, violence-glorifying, pornographic, or otherwise unacceptable contexts for the persons depicted, the supplier, or Kroschke is prohibited.
9. If the supplier determines that media are not being used in accordance with these provisions, the supplier shall notify Kroschke of the improper use. The notification must specify the media in question, the specific use being objected to, the reason for the objection, and any supporting evidence. After review, Kroschke will immediately take all customary and reasonable measures to ensure that the media are used as intended.
10. Significant changes (e.g., to the corporate design) must be reported immediately, provided that the changes are relevant to Kroschke's marketing efforts. If outdated media are used as a result of a failure to provide such notification, the party that failed to provide the notification shall bear the consequences.

11. The liability of the parties and their vicarious agents arising from breaches of duty or tort is limited to cases of willful misconduct and gross negligence. In the event of a breach of material contractual obligations (cardinal obligations), the contracting parties shall also be liable for foreseeable, direct damages typical of the contract in cases of slight negligence. The limitation or exclusion of liability does not apply to damages resulting from injury to life, limb, or health, unless the party responsible is not at fault. Furthermore, the limitation of liability does not apply to claims for indemnification arising from the infringement of third-party rights, personal rights, statutory labeling or transparency obligations, or from inaccurate or incomplete information provided by the supplier regarding rights or AI.
12. These provisions apply for the duration of the business relationship. They supersede all previous agreements concluded between the parties regarding the use of the supplier's media. The rights of use for the media provided by the supplier expire upon termination of the business relationship, but no later than the end of the sale of the supplier's products. Advertising materials that have already been produced and are still available must be used up by the end of the calendar year in which the business relationship was terminated.
13. The place of jurisdiction for all disputes is Braunschweig. German law applies. These provisions are available in German and English. In the event of any discrepancies, the German version shall prevail.