

Kroschke sign-international GmbH ('Kroschke') sells suppliers' products to business customers through various sales channels (print and online). Kroschke uses images and/or drawings of the suppliers' products, logos of products or the suppliers company, video and audio material as well as product and marketing texts ('media') provided by the suppliers to ensure that products are optimally marketed and that such marketing is in the best interest of the suppliers.

Terms and conditions for Kroschke's use of suppliers' media

1. The Supplier shall grant Kroschke a simple (non-exclusive), revocable and free-of-charge right of use in the media provided by the Supplier.
2. The Supplier shall confirm to be in possession of the required copyright, trademarks, registered designs and other rights in the media provided and hold Kroschke harmless of third-party claims in this respect. In return, Kroschke shall undertake to fully respect such rights and ensure that the Supplier's intellectual property is fully protected.
3. Kroschke may transfer the right of use to affiliated companies in compliance with the principles specified in this document.

Kroschke may further transfer the right of use to resellers, but only if they purchase the respective products from Kroschke for the purpose of reselling them. Kroschke shall conclude a usage agreement with the resellers which matches the principles of these provisions.

Media may only be transferred to third parties with the Supplier's prior consent.

4. The media may be exclusively used for the advertising and presentation of the Supplier's products in advertising media and for other marketing purposes.

Within the meaning of this provision, advertising media is, in particular, online media such as online shops, search engines, social networks, e-commerce platforms and e-market places for business customers, e-mail advertising and e-mail newsletters as well as print advertising media such as catalogues, flyers and brochures as well as their use at trade fairs.

5. The media shall be provided to Kroschke free of charge.
6. Kroschke may process the media provided for optimally displaying it in the advertising media. Such processing includes scaling, mirroring, extraction and minor visual modifications insofar as they serve to display the products in the best possible manner in the advertising media, the quality of the display is not impaired overall and the media is not changed beyond recognition. Brand and product logos must always be displayed in their original form and may only be scaled.

7. The media provided may only be used within the meaning of these provisions. The media shall not be used for illegal or criminal activities, in connection with pornography or in a manner that is humiliating to the persons displayed or the Supplier's company.
8. The Supplier shall notify Kroschke of any use of the media that does not comply with these provisions. Kroschke shall check up on such notification and implement all common and reasonable measures for ensuring that the media is used as intended without delay.
9. Major modifications (e.g. to the corporate design) shall be reported immediately if they are material to Kroschke's marketing activities. In the event of outdated media being used due to failure to issue notifications, the Party which failed to issue such notifications shall be responsible for such actions.
10. The liability of the Parties and their vicarious agents as well as the liability caused by committing an offence shall be limited to cases of malicious intent and gross negligence. In the event of major contractual obligations being violated, the Contracting Parties shall also assume liability for slight negligence in the amount of the discernible direct damage that is to be expected for this type of contract. The limitation or exclusion of liability shall not apply to damages arising from injury to life, limb and health, unless the Party responsible is not at fault.
11. These provisions shall apply for the entire term of the business relationship. They shall replace all previous agreements concluded between the Parties with regard to the use of the Supplier's media. The terms and conditions of use for the media provided by the Supplier shall generally expire upon termination of the business relationship, but no later than upon the final sale of the Supplier's products. Previously produced advertising media that is still in existence shall be used up until the close of the calendar year in which the business relationship is terminated.
12. The place of jurisdiction for all disputes shall be Braunschweig, Germany. These Terms and Conditions for the Use of Media shall be governed by German law. These Terms and Conditions for the Use of Media are available in German and English. The German version shall prevail in the case of contradictions.