

## **ROTHENBERGER conditions of use applicable to surrendered pictures, data and products**

Dear Sir or Madam,

Our constantly improved service vis-à-vis our customers and partners and the even more professional support of our service providers entail a range of obligations for us. This includes copyright aspects of the photographers acting on our behalf, product liability regulations and the protection of data.

The following conditions of use applicable to surrendered pictures, data and products establish clarity and transparency and thus simplify the handling of the media provided by ROTHENBERGER.

### **I.**

#### **Subject matter of the contract**

- (1) The following provisions shall apply to all data or items surrendered free of charge by ROTHENBERGER Werkzeuge GmbH, e.g. pictures or products, with the exception of current catalogues, other advertising materials, price lists or forms. ROTHENBERGER Werkzeuge GmbH (hereinafter referred to as ROTHENBERGER) shall not agree to any use of the surrendered material unless these provisions are accepted.
- (2) ROTHENBERGER is the holder of all rights to the surrendered data and items, in particular of the ancillary copyrights as well as the exclusive rights of use as defined by copyright.
- (3) ROTHENBERGER grants simple, free-of-charge right of use of the surrendered data or items within the framework of the following provisions. They are surrendered on a loan basis under the agreement of return after satisfying the purpose of surrender. ROTHENBERGER shall retain the ownership of the surrendered material.

### **II.**

#### **Purpose of use**

The surrender of the data and items shall be for one or more of the following purposes:

- a) Advertising for ROTHENBERGER and ROTHENBERGER products by dealers offering products of this kind;
- b) News coverage for ROTHENBERGER and ROTHENBERGER products in local and foreign newspapers, magazines and brochures as well as technical literature (technically informative or in the broadest sense promotional character of the wording), Internet and television;
- c) Provision of services for ROTHENBERGER, e.g. in the field of consultancy, production of advertising, packaging and sales material, compilation of Internet presence, provision of other services.

### **III.**

#### **Rights of use**

- (1) The surrender shall take place for one-time use for the concrete individual case as defined by the aforementioned purposes of use and to the extent that shall be necessary for achieving the purpose.
- (2) The data and items can only be passed on to third parties within the framework of II. a) and b) of the purposes of use for the purpose of duplication of print products, publication of finished advertising material or press products and for the production and publication of Internet pages and televised reports and within the framework of the purpose of use c) for the duplication of products commissioned by ROTHENBERGER. The provisions of this contract shall be imposed accordingly on every third party. Every third party shall return the surrendered data and items to his customer and delete the files provided after completion of the order.

### **IV.**

#### **Restrictions of use**

- (1) Use shall not be permitted for information on or advertising products of ROTHENBERGER'S competitors.
- (2) Use shall not be permitted for degrading criticism, abuse or amusement regarding ROTHENBERGER or ROTHENBERGER products as well as for asserting legal rights against ROTHENBERGER or their buyers.
- (3) The production of duplications or reproductions of the surrendered, free-of-charge data or items for own archiving purposes as well as electronic or digital storage of data for own archiving purposes shall not be permitted.
- (4) Processing, in particular the alteration of pictures by drawing, re-photographing, photocomposing or other photo-mechanical or digital alterations, shall not be permitted. Downsizing and enlargement of the pictures shall be excluded from this.

### **V.**

#### **Obligations to maintain secrecy**

As far as the surrender refers to products or data and illustrations of products of the kind that have not yet been made public on the market, or if they are marked by an inhibition, secrecy shall be maintained regarding these vis-à-vis third parties unless ROTHENBERGER has expressly permitted anything else in writing prior to this. Transfer to third parties shall not be permitted. An appropriate obligation shall be imposed in writing on employees before use.

### **VI.**

#### **Return and deletion obligations**

The surrendered items shall be returned after achieving the purpose of use. Rights of retention shall be excluded. Any data that have been provided shall be deleted.

### **VII.**

#### **Obligation to indicate source; documentation obligation**

- (1) When using pictures the source shall be stated as "ROTHENBERGER".
- (2) A specimen copy shall be forwarded immediately to ROTHENBERGER following every use of picture and other data. In the case of publications on the Internet, a printed copy shall be forwarded.

**VIII.****Liability**

Following the surrender of picture material ROTHENBERGER shall only vouch for the freedom from third party rights and other legal safety for use within the Federal Republic of Germany and only in the case of use within one month after surrender. As for the rest, the use of picture material of this kind shall be for the hazard and risk of the user. In case of doubt, the user should obtain information from ROTHENBERGER regarding the legal safety of using the picture material.

**IX.****Other provisions**

- (1) German law shall apply to this permission for use contract as well as to the use of the surrendered data or items. The jurisdictional venue following surrender to business people shall be Frankfurt am Main. The right to the usage of all other jurisdictional venues justified by rights remains reserved.
- (2) Different agreements shall require the written form. Setting aside the written-form requirement shall also require the written form.

ROTHENBERGER Werkzeuge GmbH, January 2007

The ROTHENBERGER conditions of use applicable to the surrender of pictures, data and products shall be acknowledged by signing.