

# Standard Business Terms (Delivery and Licence Terms)

## 1. Definitions

**1.1 "Licensee"** is the contracting party that has concluded a licence agreement with us. This may be a sole proprietorship business or a handicraft business or a company in any legal form (e.g. AG, GmbH, OHG, KG, GmbH & Co KG, UG, GBR).

**1.2 "Licence agreement"** is any contract about using the contractual products.

**1.3 "Licensee's sphere of influence"** means the workplace of a sole proprietorship business, regarding enterprises the legal entity for which the person carrying out the purchase has power of attorney.

**1.4 "Computer workstations"** are those with electronic devices such as desktop computers, tablets, notebooks, smart phones or similar or comparable devices that are able to process, send and receive electronic data and/or are able to display, process, send and/or receive visible results, such as drawings, graphics, pictures, images and other representations, on the basis of such data.

**1.5 "Contractual products"** are all works, products, deliveries and services of creativcollection Verlag GmbH, respectively of ccvision GmbH, for which a contract is concluded with the customer.

## 2. Validity of these Standard Business Terms

All contracts for contractual products of creativcollection Verlag GmbH and ccvision GmbH, both in 79111 Freiburg, Germany, hereinafter referred to as creativcollection/ccvision, are based **exclusively** on these Standard Business Terms. We do not acknowledge contrary Purchase Terms/Standard Business Terms of the customer. These are hereby expressly rejected.

## 3. Formation of a licence agreement about contractual products

A licence agreement in accordance with these Standard Business Terms is concluded when purchasing books, data carriers such as CD-ROM, DVD, and all other comparable storage media, with the acceptance of the order by creativcollection/ccvision. In case of contractual products distributed online, the licence agreement is concluded when the download products/the access data for online subscriptions are sent. In case of goods shipped by mail or freight, a contract is concluded no sooner than our order confirmation is sent via email or the ordered goods are delivered. The foregoing applies accordingly for free demo CD-ROMs, sample files or trial periods for online services.

## 4. Individual agreement

An extended licence may be concluded in the form of a separate agreement with creativcollection/ccvision after a separate assessment for forms of use, reproduction and distribution not expressly permitted and/or prohibited in these Standard Business Terms. This also applies, among other things, to the uses listed below:

representation of vehicle drawings in catalogues (digital and/or print) and online shops; resale of physical products (commercial articles/merchandise); printing on garments such as T-shirts, caps, sweatshirts, etc.; printing on household and promotional items such as cups, glasses, etc.; online print-on-demand products and the related reproduction of subjects in digital catalogues for image selection for calendars, postcards, greeting cards, labels, stickers, buttons, decoration systems, wallpapers, advertisement designs, brochure and print templates.

## 5. Applicability of the Standard Business Terms

In case of products distributed online, the customer takes note of these Standard Business Terms and simultaneously declares agreement with them when making an online order (= pressing the button "Order" on the online order platform).

In case of contractual products in book form, data carriers of all sorts or other similarly represented contractual products, these Standard Business Terms are included in the Purchase Agreement by their addition to the delivery, addition to the invoice and/or publication on the homepage of creativcollection/ccvision. The Licensee declares acceptance of the applicability of these Standard Business Terms when starting to use these contractual products. In case of sealed products, use is carried out by opening, breaking or damaging the seal.

## 6. Rights ownership

creativcollection/ccvision is the owner of all copyrights of the contractual products or the owner of all copyright usage and exploitation rights to all offered and/or distributed works due to an agreement with the respective author. To the extent products of other publishers or producers are distributed, creativcollection/ccvision is the owner of the respective distribution rights.

## 7. Licence

**7.1** By purchasing the respective products, the customer acquires a simple, non-transferable licence for the use of the product and all content for the purposes of his own business or the company represented by him. The licence for the use of each contractual product is limited to maximum 5 computer workstations in a single establishment. It is prohibited to use the licence in several, spatially separated establishments. Within this restriction it is permitted to make copies of data carriers for work simplification or data backup respectively or to export them for this purpose to another data carrier exclusively for internal use within the Licensee's company. The licence refers to all works distributed to the user by creativcollection/ccvision on conclusion of the licence agreement, independent of the form of delivery or transfer. The works are delivered electronically for download and/or physically on data carriers such as DVD, CD, slide, paper, photo print or in another physical form (hereinafter referred to as: delivery). This involves, inter alia, vector graphics (including vehicle drawings), illustrations, colour/black and white photos, free objects, animations and other graphic or photographic representations. The licence is granted conditional on full payment of the purchase price. A licence is not deemed as granted, not even in parts, to the extent that the Licensee does not agree with these Standard Business Terms.

**7.2** The client is entitled to permanently transfer the procured physical data carrier to a third party by transferring the General Terms and Conditions and the license conditions contained therein. In this event, the client himself will completely relinquish the use of the procured contract product, remove any copies which may have been installed from his computers and delete all copies on other data carriers or hand them over to creativcollection/ccvision. In the event of a resale, the client is no longer entitled to receive updates. At the request of creativcollection/ccvision, the client will confirm the full implementation of the measures specified in writing or, if necessary, explain the reasons for longer storage. Furthermore, the client will disclose the name and the company name of the third party as well as their full address, and expressly agree with the third party that it is to comply with the scope of the rights granted and that it agrees with these General Terms and Conditions, providing evidence of this to this creativcollection/ccvision on request.

## 8. Scope of the usage rights acquired with the simple licence for photos, illustrations, graphics (except vehicle drawings)

The motives may be used for advertising, promotional and editorial designs of print material and websites of all sorts, to the extent this is related to a concrete advertising, promotional or editorial purpose or a corresponding statement, particularly:

advertisements of all sorts, pendants, set-up sandwich boards, outdoor advertising such as posters, signage, banners, flags, neon signs, city light posters, banners, letterheads, brochures, books (from the cover to an illustration on the inside), advertising in newspapers, inserts, stoppers, writing paper, dialogue mailing, covers for all print material, print material for direct mail, digital and web-based advertising on websites and blogs, including web banners, displays, DVD titles, decorations in retail stores, shopping centres, restaurants, design of stages, labels, invitations, ebooks, flyers, commemorative publications, vehicle labellings and vehicle design, film titles, free customer magazines, flyers, folders, annual reports, business cards, business mail, vouchers, production of television and film recordings and multimedia presentations, to the extent this is made for concretely existing customer orders, company magazines, handouts, image brochures, catalogues, cinema advertising, customer presentations and information, guidance systems, fair stands, magazines, direct mailing campaigns, notifications, newsletters, marketing, point of sales, contests, promotional set-up sandwich boards and activities, print media, public design, PR print material, pamphlets, travel leaflets, menu design, showcases, sales folders, sales promotions, stuffer, storyboards, sports magazine design (with sports pictograms and other illustrations), cab advertising, carrier bags, TV advertisement, cover designs, environmental designs, company portraits, certificates, visiting cards, packagings, consumer promotion, advertising letters, circulars, promotional covers, advertising posters, newspapers, magazines, etc.

The above-described rights of use and exploitation for the listed works only apply if:

- this is done in the ordinary course of the licensee's business;
- in case of the journalistic/editorial use of the works, in each case marked appropriately with the "c in the circle" symbol referring to the existing copyright of creativcollection/ccvision and in case of publishing house purposes and legal notices "creativcollection/ccvision.de" is used;
- none of the prohibited uses and/or exploitations listed in No. 10 of these Standard Business Terms occur;
- there is no commercial, non-commercial or industrial proliferation of the work by the licensee for a large number of third-party users (e.g. via HTML templates);
- by way of technical means it is impossible, that the works which the licensee uses for website design or for digital representations/presentations can be downloaded, duplicated or electronically edited by unauthorised parties.

## 9. Licence for vehicle drawings

**The following special terms for vehicle drawings have priority over other provisions of these Standard Business Terms to the extent that these contain different regulations.**

The purchase of vehicle drawings entitles the licensee only

- to use the scale drawings exclusively as a technical resource for vehicle marking and illustration;
- to illustrate and publish a specific, already-issued customer order for a custom design vehicle marking design with the aid of vector graphics.

## 10. Impermissible use and exploitation for all graphics, illustrations, photos and vehicle drawings

To the extent not expressly permitted above, the following forms of use and exploitation and/or other acts with regard to the contract products are not covered by the licence and are thus prohibited:

- use of the contract products on a scale beyond the ordinary course of business or activity in the form of reproduction, dissemination in any form (e.g. electronic copies, internet, photo provider platforms, communities) both within the same business or that of a third party;
- the sub-licence, transfer, re-sale and gifting and/or distribution of works or parts thereof with or without consideration to third parties via any form of distribution channels and/or the grant/issue of sub-licences and/or the integration of the contract products or parts thereof (e.g. individual illustrations, graphics, photos, vehicle drawings) in own or third party software;
- The inclusion of subjects (e.g. illustrations, graphics, photos, vehicle illustrations) in printed matter, books and other works of the licensee and/or his company in third-party products if this results in the commercial or non-commercial dissemination of the subjects used;
- the use and exploitation of the contract products in any form following the end of the term of the license;
- the use, reproduction and/or dissemination of the contract products without the consent that these Standard Business Terms are applied;
- the operation of a commercial business with the contractual works (e.g. illustrations, graphics, photos, vehicle illustrations) in any form;
- the use, editing, modification of any works or parts of works of the contract products outside of the normal intended use for the contract products, in particular for political, religious, discriminatory, pornographic, immoral or slanderous or similar purposes;
- the making available to affiliated enterprises within the licensee's same corporate group, branches, sales representatives and/or other distribution forms, use in internal networks (Intranet, Internet, Extranet, etc.);
- the use of the works in templates for commercial subsequent use;
- the use as electronic templates: for e-greeting cards or similar cards, for internet application development, for Power Point or other presentation applications, for apps, screen savers as well as websites, email or other electronic templates;
- the decompiling of the software included in the works, reverse engineering, disassembly, decoding and other reduction to a human-readable format;
- the use of recognisable pictures of persons, as well as in the case of pictures of gatherings of people or scenes from daily life, the enlargement and highlighting or isolated depiction of individuals;
- to upload draft or completed to-scale designs in digital or printed form to the internet as image files or to publish them in any other manner and to use them and/or to make them available for use by an indefinite number of potential users at no charge or for a fee for commercial purposes (e.g. as part of a commercial photo and/or illustration business, an inscription foil or a draft design sales business);
- the electronic linking, integration into own or third-party homepages, both within and outside of the licensee's sphere of influence, whether online or offline or in any other form;
- the registration of intellectual property rights (trademarks, Community designs and national designs) for representations, designs and drawings that contain the works of creativcollection/ccvision;
- the dissemination of contract products or parts thereof via social media platforms, e.g. Facebook, Instagram, Pinterest, Flickr or similar.

All of the cases referred to above represent a material breach of creativcollection/ccvision copyrights that result in the termination of the license agreement for good cause as well as the assertion of prohibition-, accounting- and damage compensation claims.

## 11. Updates to contract products

In case of the purchase of updates the license relates to the basic edition and all updates received. The Standard Business Terms in effect at the time of the purchase of the update apply to the entire contract.

## 12. Licence term

The licence is granted for a fixed three-year term. The three-year limit commences with the first due date for the licence fee, whereby authorization to use the licence commences only upon receipt of payment in full. In the case of update purchases, the fixed term of the licence commences from the time at which the termination of the update service or subscription is effective.

### **13. Obligations following expiry of the licence**

The electronic or tangible works delivered by creativcollection/ccvision must be deleted or destroyed, as applicable, following expiry of the licence. creativcollection/ccvision may demand proof of deletion or destruction. The use of designs created during the term of the licence is also permitted following its expiry provided the existing designs are not modified or supplemented.

### **14. Deviation from the Standard Business Terms, special agreements, process in the case of ambiguities**

**14.1** In the event the licensee has any individual questions regarding the legal situation of a specific use of the subjects, he is obliged to submit a question in writing to creativcollection/ccvision and to obtain special, written permission for the specifically intended use. Use despite doubts as to permitted uses (including in borderline cases) represents a breach of the licence agreement.

**14.2** creativcollection/ccvision has the right to block use of individual illustrations or photos or to replace pictures with other subjects. Following notice of the blockage or replacement, the licensee is required to cease further use of the subjects concerned without delay. In all other cases, the right to revoke the contract and a claim to compensation for damages is excluded on the part of the licensee.

**14.3** The licensee is required to evaluate the respective legal situation itself in the case of the use of individual image subjects and must ensure that no third party rights are infringed depending on the applicable use (e.g. journalistic, commercial or marketing). Any liability arising in this regard applies solely to the licensee/user.

### **15. Warranty**

**15.1** The works are supplied free of production and material defects. The licensee is required to inspect the goods immediately after receipt. The licensee must give creativcollection/ccvision written notice of defects immediately, at the latest however within one week of receipt of the articles delivered.

**15.2** Claims related to defects in the goods lapse if operating instructions from creativcollection/ccvision are not followed or if the works are modified.

**15.3** Errors in the use of the contract products are the exclusive concern of the user. Liability in all other circumstances is excluded. In particular, liability is excluded in cases in which third parties assert trademark, design rights, competition law or copyright-based claims against the licensee.

**15.4** creativcollection/ccvision retains ownership in the goods delivered until the purchase price has been paid in full.

**15.5** In the case of transactions between merchants, the reservation of title continues until the complete payment of all, including future, claims within the scope of the entire business relationship. In the case of open accounts, the retention of title is deemed to be security for the balance claim.

### **16. Seizure, compensation for damages**

**16.1** In the event the licensee breaches these terms, creativcollection/ccvision is authorized to prohibit any and all use of the goods supplied and to seize the goods supplied.

**16.2** The licensee is obliged to pay for return shipment of the goods and to compensate damages incurred by creativcollection/ccvision as a result of the breach.

### **17. Other rules in relation to products from other suppliers, exclusion of liability, rights of third parties**

**17.1** The supplier is indicated in the article description for all products. Products where creativcollection is not indicated as the supplier comprise products from other suppliers. The supplier indicated for each respective product is solely responsible for such products.

**17.2** In the event there are third party rights in products sold by other suppliers, creativcollection/ccvision is ready, in the case of legitimate objections, to block further sales and distribution via creativcollection/ccvision following notification of the product concerned. The notification should include details with regard to ownership of the rights as well as the name and address of the party asserting a claim.

### **18. Applicable law, jurisdiction, severability**

**18.1** The law of the Federal Republic of Germany is applicable to these Standard Business Terms as well as legal transactions between creativcollection/ccvision and the licensee. The terms of the United Nations Convention on Contracts for the International Sale of Goods do not apply.

**18.2** To the extent the licensee is a merchant, a legal entity under public law, or a public sector fund, the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall lie in Freiburg im Breisgau, Germany.

**18.3** In the event individual provisions of these Standard Business Terms, or the provisions of any other agreement, are or become void, the effectiveness of all other provisions or agreements is not affected.

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