



DEKEMA MARKETING CONSENT

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Terms of Use for the use of marketing material of DEKEMA Dental-Keramiköfen GmbH (hereinafter referred to as „DEKEMA“)

DEKEMA provides you with marketing material such as catalogues, videos, images and logos (hereinafter also referred to individually or collectively as „marketing material“) for communication purposes. All marketing material made available by DEKEMA via download link is subject to these Terms of Use. Do not use the DEKEMA marketing material if you do not agree with these Terms of Use or click on „Decline“ when the option to accept or decline the terms is displayed.

1. Scope of application

These Terms of Use shall only apply if you are an entrepreneur in the sense of § 14 BGB (German Civil Code). An entrepreneur is a natural or legal person or a partnership with legal capacity who, when concluding a legal transaction, acts in the exercise of his commercial or self-employed activity.

2. Intended use/ Proof

You may only use the most recent product images, whereby the DEKEMA product depicted must be part of the most recent delivery offer. If DEKEMA removes a product from its range, its image may be used for a maximum of 6 further months. DEKEMA shall receive the necessary information from the Distributor in sufficient time.

You may only mount your own motifs photographically on the products depicted with DEKEMA's prior express consent in order to market the product depicted in each case for its purpose. DEKEMA must always be cited as the source in addition to the product photo.

You undertake to always inform DEKEMA of where DEKEMA's marketing material has been used and to provide DEKEMA with a print copy and/or the corresponding link on the Internet.

3. Liability of the Distributor

No applicable law may be violated in the use of any illustrations.

Under no circumstances may the marketing material be used in connection with content glorifying violence, racist content, content harmful to minors or pornographic content or any other inadmissible or immoral content. You also undertake not to use any third-party protected content in the images you use.

Furthermore, you shall refrain from making any negative statements about DEKEMA and/or its products to third parties.

4. Liability of DEKEMA

In the event of slightly negligent breaches of duty, DEKEMA's liability shall be limited to the direct average damage that is foreseeable and typical for the type of performance. This shall also apply to slightly negligent breaches of duty by DEKEMA's legal representatives or vicarious agents. DEKEMA shall not be liable in the event of a slightly negligent breach of insignificant contractual obligations. DEKEMA shall, however, be liable for the violation of legal positions of the Distributor which are significant to the contract. Significant contractual legal positions are those which the contract must grant to the Distributor in accordance with the content and purpose of the con-



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tract. DEKEMA shall also be liable for the breach of obligations the fulfilment of which is essential for the proper performance of the contract and on the observance of which the Distributor may rely.

The above limitations of liability shall not affect claims of the Distributor arising from guarantees and/or product liability as well as mandatory data protection regulations, in particular the EU General Data Protection Regulation (GDPR) and the Federal Data Protection Act (BDSG). Furthermore, the limitations of liability shall not apply in the event of fraudulent intent, breach of significant contractual obligations and physical injury or damage to health attributable to DEKEMA or loss of life of the Distributor.

5. Granting of rights

DEKEMA shall retain the exclusive rights of use to all marketing material. DEKEMA shall grant you a non-assignable, non-sublicensable, non-exclusive right of use to the marketing material, unlimited in terms of territory and limited in terms of time to the term of the contract.

The marketing material provided may be used solely for the purpose of press distribution and advertising of DEKEMA products or reporting on DEKEMA.

Any use of the marketing material shall be made by naming DEKEMA as the source.

The presentation may not be edited or redesigned within the meaning of § 23 UrhG (German Copyright Act) without the prior express consent of DEKEMA. Likewise, no third-party context may be created without the prior express consent of DEKEMA. In particular, the marketing materials may not be presented in a context that contradicts the purpose of use stated above.

DEKEMA may revoke the rights of use granted at any time and without stating reasons, but in particular in the event of misuse and non-compliance with these Terms of Use. As soon as the right of use has expired either by termination of the cooperation or has been terminated by revocation, the Distributor undertakes to hand over or immediately remove any marketing material provided by DEKEMA and to inform DEKEMA thereof in writing.

6. Miscellaneous

Assurances, collateral agreements, amendments to the terms and conditions of use as well as declarations by representatives shall require DEKEMA's express confirmation in order to be effective. This requirement cannot be waived.

The law of the Federal Republic of Germany shall apply. In the event of any disputes, the place of jurisdiction shall be Traunstein. DEKEMA reserves the right to also take legal action at the court responsible for your place of residence.

Should individual provisions be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. The wholly or partially invalid provision shall be replaced by a provision whose economic success comes as close as possible to that of the invalid provision.

DEKEMA assumes no liability for the completeness and correctness of the content provided.

By using the materials provided by us, you agree to our Terms of Use.