

# Trademark and usage conditions

## Theben Mediapool and Media centre

The conditions outlined below govern access to and use of the trademarks and media content on this website. This website has been developed by and is managed by Theben AG (hereinafter referred to as "Theben"). Theben reserves the right to change and/or discontinue this website and these usage conditions, whether wholly or in part, at any time and at its own discretion. Therefore, Theben asks that visitors read through the usage conditions during their next visit to the website and take note of any changes or additions that have been made.

### **A. Trademark licence usage conditions**

The licensor is the owner of the trademarks

- German figurative mark with letters "theben", registration no. 1102373 (DPMA)
- Community trade mark "theben", registration no. 000266544 (EUIPO)
- Internationally registered figurative mark with letters "theben", registration no. 791686 (WIPO).

The licensor is not aware of any pending objections or cancellation procedures against the trademarks.

#### **Section 1 Object and geographical scope of the licence**

The object of the licence is the three trademarks named in the preamble.

#### **Section 2 Licence contents**

(1) The licensee is entitled to reproduce the trademarks

- in electronic media, including the Internet
- in sales documents
- on business papers
- in catalogues and on flyers
- at company presentations
- in training documents.

(2) The licensee is not authorised to use the trademarks for other purposes. Particularly, but not exclusively, the licensee may not use the trademarks in its trade name, in its other business names or in its web address.

(3) This is a non-exclusive licence. Through distribution of the licence, the licensor shall be limited in the use of the trademark neither for its own purposes nor for the purposes of third parties.

(4) The licence is non-transferable and does not entitle the licensee to distribute sub-licences to third parties.

#### **Section 3 Obligations of the licensee**

The licensee undertakes only to use the trademarks in the registered form. Any modification, however small, requires prior written agreement from the licensor. Any use of the trademarks that may damage its reputation is forbidden.

#### **Section 4 Licensor's liability and licence fees**

The licensor does not furnish any guarantee for the legal status of the aforementioned registrations. Furthermore, the licensor does not furnish any guarantee that the registration or use of the trademarks is not in conflict with the rights of third parties. Nevertheless, the licensor affirms it is not aware that the registration or use of the trademarks is in conflict with the rights of third parties.

The contract partners agree that, for the licence granted herein, until further notice none of the fees to be paid by the licensee shall be requested by the licensor.

#### **Section 5 Defence of the trademarks**

(1) Both contract partners undertake to independently monitor the use of confusable trademarks within the contract territory. The licensor and licensee shall immediately inform each other of all confusable trademarks used within the contract territory, as well as any infringements of the trademarks.

(2) The parties shall jointly agree upon extrajudicial and judicial procedures against any infringement or registrations relating to confusable trademarks.

#### **Section 6 Third-party attacks on the trademarks and upkeep of the trademarks**

(1) In the event of third-party attacks on the trademarks, Section 5 shall apply, regardless of whether this attack is against the licensor as the owner of the trademarks or against the licensee as a potential violator.

(2) The licensor undertakes to maintain the trademarks at its own expense for the duration of the contract.

## **B. Licence usage conditions regarding media content**

The licensor is the sole owner of the images, video clips, film sequences, illustrations, texts and other media content arising from the <https://media.theben.de> website (hereinafter referred to as "media content").

### **Section 1 Object and geographical scope of the licence**

The object of the licence is the media content displayed on <https://media.theben.de>.

### **Section 2 Licence contents**

- (1) The licensee is entitled to use the media content for the purpose of advertising the licensor's products.
- (2) The licensee is not authorised to use the media content for other purposes.
- (3) Through distribution of the licence, the licensor shall be limited in the use of the media content neither for its own purposes nor for the purposes of third parties.
- (4) The licence is non-transferable and does not entitle the licensee to distribute sub-licences to third parties. The licence is non-exclusive and is not limited in terms of time and place.

### **Section 3 Obligations of the licensee**

The licensee undertakes only to use the media content in the form in which it is given to it by the licensor. Any modification, however small, requires prior written agreement from the licensor. Any use of the media content that may damage its reputation is forbidden. The licensee may not make any changes to the media content.

### **Section 4 Licensor's liability and licence fees**

The licensor does not furnish any guarantee that the use of the media content is not in conflict with the rights of third parties. Nevertheless, the licensor affirms it is not aware that the use of the media content is in conflict with the rights of third parties. The contract partners agree that, for the licence granted herein, until further notice none of the fees to be paid by the licensee shall be requested by the licensor.

## **C. General provisions for the usage conditions in A. and B.**

### **Section 1 Online registration process and usage monitoring**

- (1) Registration, carried out by following the registration process, is required before use under the conditions of A. or B. The registration process will request the data of not only the licensee, but also the person(s) who will be accessing the licensed trademarks and media content.
- (2) The licensee shall monitor the use of the licensed trademarks and media content by maintaining a record of access. For more information on this, refer to the "Theben Mediapool" section in the German version of the data protection notice on the Theben website.

### **Section 2 Duration**

- (1) The licensee may use the trademarks and media content for one year from the point of accepting the usage conditions in the online registration process. Unauthorised usage of the trademarks or media content is expressly prohibited and represents an infringement of copyright, trademark rights and any other property rights. The usage rights shall extend by an additional year unless the contractual relationship between Theben and the licensee is terminated by one of the two partners no later than three months before the end of the contract duration.
- (2) Both contract partners are entitled to cancel the contract on significant grounds without prior notice. Significant grounds are considered to exist particularly in cases where one of the partners knowingly fails to fulfil its obligations under this contract and the breach has not been remedied despite a written warning providing a reasonable deadline for said remedy. A prior written warning is not necessary if it is deemed to be pointless or is not considered reasonable to the partner who is entitled to terminate the contract.
- (3) Termination of the contract, as well as the setting of any deadlines in accordance with paragraph 2, must be established in writing.

### **Section 3 Processing after the contract has come to an end**

- (1) Once the contract has come to an end, all of the licensee's rights to use the trademarks and media content shall expire and a right of retention shall not apply. In order to process jobs that have demonstrably been previously assigned by third parties at the point when the contract has come to an end, the trademarks and media content may still be used by the licensee; however, a deadline of three months after the contract between the licensee and licensor has come to an end shall apply. Following said date, the trademarks and media content may no longer be used by the licensee.
- (2) Should the licensee have acquired its own trademark rights through the course of trade due to the use of the trademarks, it shall undertake to transfer said trademark rights acquired through use to the licensor once the contract has come to an end, without retaining its own rights.

### **Section 4 Changes to the contract, place of jurisdiction**

Any changes and additions to these usage conditions must be in writing to be valid. Any legal claims or processes arising in connection with the website or its use shall be subject to the interpretation of the laws of the Federal Republic of Germany, with the exception of the provisions of international private law; the Hague Convention relating to a Uniform Law on the International Sale of Goods, dated 01.07.1964; and the UN Convention on Contracts for the International Sale of Goods, dated 11.04.1980.

**Section 5 Severability clause**

If any provision or part of any provision in these conditions is or becomes legally void, the validity of the rest of the conditions shall not be affected. The void provision is to be replaced by a suitable provision which is as close as possible to what the contract partners would have wanted, had they devised said point upon signing this contract.

Theben AG, Haigerloch  
January 2019