



General Conditions of Use

1. In as far as VEKA makes texts, catalogues, product images, illustrations, drawings, information, data and other material (hereinafter summarised as "materials") available by sending them to the partner, facilitating a download via a website run by VEKA or by any other means, then this is exclusively carried out – irrespective of whether the materials are in printed or data form – according to the following conditions. By downloading the materials or by storing them in physical form (printed or saved on a data carrier) the partner declares their consent to the following regulations upon their receipt. These conditions of use also apply to the use of materials that have been supplied by VEKA in the past.

VEKA also makes materials in the form of test certificates in connection with CE brand labelling available to its partners. In particular there are specific conditions of use ("agreement to the use of test results for the VEKA AG type test according to the building product regulations in connection with EN 14351-1"), which have priority over the existing conditions of use as far as their validity is concerned, if the specific conditions of use contain different regulations.

If VEKA refers to special conditions of use in connection with supplied materials and there are regulations in such conditions of use that differ regarding type and extent of the use of the relevant materials, then these have priority and must be met by the partner.

2. Materials are supplied exclusively in the scope (hereinafter "scope of supply") as follows:

Purpose of use:

- Supporting the manufacture of goods made by the partner using VEKA products;
- Supporting the partner in his marketing by making advertising and/or information available to him.

Areas of use:

When an area of use has been determined for the materials then this is decisive. Otherwise use is only permitted within the European Union and Switzerland.

Period of use:

The right to use the materials ends when

- VEKA recalls the materials, or
- After 1 year from the last delivery of VEKA products to the partner, or
- The termination of the user agreement, or
- Cessation of the online offer by VEKA,

This depends on which of the above instance occurs first.

3. The partner has the right, during the period of use, to use the materials supplied by VEKA exclusively according to the scope of supply as per point 2.

In order to maintain consistent and manageable data processes, materials made available to the partners are not specific to the partner, which means that other VEKA partners have the same materials at their disposal. The partner has access to data only in order to read them, this means partners cannot use the data server for storing data; nor can the partner alter the materials made available to him.

VEKA gives the materials to the partner in the form available to VEKA. VEKA explicitly does not guarantee the accuracy of the material contents or their current validity. VEKA does not guarantee that the materials are suitable for the partner's intended purpose. The type and scope of use is entirely the partner's responsibility.

VEKA materials given to the partner may be used only in their unaltered form unless prior written

permission has explicitly been obtained from VEKA; a change of the size of an illustration whilst maintaining the page ratio (ratio height: width) is not considered a change in the aforementioned sense.

Full or partial transfer of materials to third parties is not permitted without prior VEKA consent in writing. The above named rights are granted in non-exclusive form and cannot be sublicensed.

5. If materials, given by VEKA, contain references to copyright or sources, then these materials may only be used together with these references. The partner is not entitled to remove references to copyright or sources, or to change them (e.g. changing the size or type of illustration).

If materials do not contain such references then the partner is not entitled to add a copyright or source reference without written consent from VEKA.

6. If the partner uses the materials beyond the scope set by this contract and breaches other duties of this agreement, and if third party claims arise for this reason against VEKA, then the partner must free VEKA from all such claims thereof. Furthermore, the partner must recompense VEKA for all associated losses and costs incurred. In particular this applies to the reimbursement of costs incurred in the defence against the filed claim (e.g. court and lawyer fees).
7. When the partner is made aware that materials he uses have been updated, then he shall use the updated version exclusively from this point in time onwards.

If materials were downloaded from a website operated by VEKA, the partner must check regularly (at least every six months) whether an updated version is now available on the website concerned.

8. Use of the VEKA brand labelling is exclusively and explicitly restricted to goods supplied by VEKA, products manufactured from these as well as the advertising of these products. The user's right and/or the user's obligation end when the business relationship is terminated. The partner shall not use the VEKA brand during the contractual relationship or after its termination as part of his own company image or to register it as his own brand or other business brand labelling (perhaps as Internet address or similar).
9. Either party can terminate this agreement at any time, giving a notice period of three months. The right to terminate the contract without a notice period for significant reasons remains unaffected as per the legal regulations. In particular VEKA considers it a significant reason when the partner uses the materials fully or in part beyond the scope of availability or when he passes these on to third parties without obtaining prior written permission from VEKA.

VEKA also has the right at any time throughout the contractual period to recall materials made available, provided this is necessary due to legal reasons or third party claims in particular.

10. The right of the partner to use the materials made available by VEKA terminates at the end of the period of use. The partner is then duty bound to destroy the relevant materials, to delete them or to return them to VEKA when explicitly requested by VEKA.

Provided the partner uses the materials legitimately for print media (e.g. brochures and catalogues in paper form), the partner is given an "grace period" of 6 months for this from the end of the period of use, during which the partner is allowed to continue using the print media. This applies exclusively in the case of a termination of this agreement by VEKA at the due date and only for print media, which at the time of receipt of the declaration to terminate were already available to the partner in printed form. These materials must also be destroyed at the end of the "grace period". The aforesaid "grace period" does not apply when materials are recalled due to legal reasons as per point 9, paragraph 2.

VEKA must be given written confirmation and appropriate proof that materials have been destroyed or deleted on request.

11. Control of access (entitlement and authorisation) to materials depends on the individual partner. If VEKA grants the partner access to materials only after entering specific entry data (in particular a user password), the partner promises to keep this access data confidential and to protect it against third parties knowledge or use. The partner must ensure that materials made available to him during but also after the termination of this contract are best protected from unauthorised access.

The partner must oblige all employees and third parties who deal with the materials to observe these regulations and must give appropriate proof to VEKA that he has done so on request. If the partner discovers that a third party has knowledge of this access data, then the partner must inform VEKA immediately.

12. VEKA does not guarantee that the materials are available to the partner at any time and without interruption. In particular, carrying out maintenance work or removing technical disruptions may make it necessary to disrupt material usage. VEKA explicitly reserves the right to stop availability of materials at any time in full or in part or to limit availability. The partner cannot give this as a reason to claim compensation.

VEKA is liable to compensation – for whatever legal reason – only in the instance of intent, gross negligence and minor culpable infringement of significant contractual obligations by VEKA, its legal representatives or its agents. In the instance of minor culpable infringement of significant contractual obligations, liability is limited to compensation of foreseeable damage typical of such a contract. Indirect losses, in particular, are not reimbursed.

The above liability limits do not apply to losses caused by VEKA, its legal representatives or agents, in case of injury to life, body or health as well as liability according to the product liability law.

13. VEKA reserves the right to alter or amend the conditions of use at any time to be effective in the future, provided this takes the interest of the partner into account and is reasonable. The partner shall be informed of changes and amendments to the conditions of use at a suitable point. The partner has the right at all times to object to the changes in conditions of use by e-mail or in writing. In this instance both parties have the right to terminate the user agreement with immediate effect.
14. If individual conditions of this agreement are or should become fully or partially ineffective, then the validity of the remaining conditions are not affected. In such an instance the parties will replace the ineffective conditions with effective conditions, which in their commercial content come nearest to the ineffective conditions.
15. The legislation of the Federal Republic of Germany applies under exclusion of the UN agreement on international trade. The exclusive place of jurisdiction is Munster (Westphalia).