

BLANCO terms and conditions of licensing and use of digital marketing assets

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1. BLANCO Group Sales Partners have the option of receiving digital marketing assets from BLANCO (photos, images, graphics, videos, audio files, etc.) for their marketing and online trading, and of downloading them via BLANCO's online platforms. The operator and thus the contractual party for the Sales Partner is BLANCO GmbH + Co KG, Flehinger Straße 59, 75038 Oberderdingen, Germany (hereinafter referred to as "BLANCO").
2. By obtaining the marketing assets (e.g. by downloading them from BLANCO's online platforms), the Sales Partner agrees to these terms and conditions of licensing and use, and undertakes to comply with them. They also undertake to completely refrain from using and to delete all marketing assets acquired as a result no later than the end of the business relationship with BLANCO.
3. BLANCO shall provide its Sales Partner with access data to BLANCO online platforms upon request, which must be kept safe by the Sales Partner and may not be passed on to unauthorised third parties. By using these access data to obtain marketing assets, the Sales Partner agrees to these terms and conditions of licensing and use. If an employee, representative or agent obtains marketing assets from an online platform of BLANCO on behalf of the Sales Partner and uses the access data provided by BLANCO for this purpose, they also click a button to accept these terms and conditions of licensing and use, and thereby confirm that they have the requisite power of attorney or representation on behalf of the Sales Partner.
4. Insofar as BLANCO does not make any commitments with regard to the availability of certain marketing assets, BLANCO shall determine, at its own discretion, the scope and selection of marketing assets available to the Sales Partner. These marketing assets may be used by the Sales Partner subject to the following terms and conditions:
5. BLANCO grants the Sales Partner the right to use the marketing assets only in connection with its business operations and also only for the promotion of BLANCO products. Digital use online is generally limited to the Sales Partner's own websites and social media pages. Use on third-party websites (in particular online marketplaces, third-party online platforms, price comparison sites, advertising banners and affiliate advertising) requires express consent from BLANCO. When using marketing assets, a BLANCO copyright notice must be provided (e.g. ©BLANCO GmbH+Co.KG). This notice may be omitted for print media.
- 6.1 The right of use is non-exclusive, non-transferable and non-sublicensable. Passing marketing assets on to marketing service providers is permitted for the purpose of implementing the Sales Partner's marketing. Apart from resizing, the marketing assets may not be changed unless all the requirements of Sections 6.2 and 6.3 are met.
- 6.2 Affiliates of BLANCO (also referred to as "BLANCO Subsidiaries"), authorised dealers (also referred to as "International Partners") and their agencies are entitled to make the following changes to our marketing assets if the conditions described under this clause are met:
 - Making colour adjustments to illustrations of products among the marketing assets (e.g. SILGRANIT white to SILGRANIT jasmine)
 - Replacing product illustrations from the marketing assets in order to adapt to the respective country-specific product range (e.g. replacing a mixer tap in an mood shot)
 - Only in relation to mood images: adaptation of the kitchen design and decoration visible in the marketing assets to local habits/trends (e.g. changing the colour of kitchen furniture)The changes must be made by qualified employees of the authorised Sales Partner in compliance with BLANCO's corporate design rules. Any changes to the marketing assets must be made on the basis of the original versions available on BLANCO's online platforms and must be provided to BLANCO immediately upon completion.
The changed marketing assets may only be used by the authorised Sales Partner after approval by BLANCO.
7. The right of use is limited locally to the sales territory agreed between BLANCO and the Sales Partner. If no specific territory has been agreed with the Sales Partner, use shall be limited to the country in which the Sales Partner has its principal place of business.
8. The right of use can be duly terminated with a notice period of 14 calendar days. The right to extraordinary termination for good cause remains unaffected. The expiry of the notice period also marks the end of the rights of use. Irrespective of termination, the rights of use are also limited to

the period of the joint business relationship. The Sales Partner undertakes to completely refrain from using all marketing assets upon expiry of the notice period, and in any event after termination of the joint business relationship, and to delete all marketing assets obtained from it.

Notwithstanding this, termination by BLANCO may also relate to the right of use of an individual marketing asset. In this case, the Sales Partner is entitled to continue to use other related marketing assets.

9. Due to image rights of models and photographers, for example, a specific period of use or a specific content-related or geographical restriction of use may be specified for some images, so such restrictions apply in addition to these terms of use.
10. The contractual granting of the rights of use are governed by the laws of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods and the dispositive conflict-of-law rules of private international law. If the Sales Partner is a merchant as defined within the German Commercial Code (HGB), Mannheim is agreed as the place of jurisdiction.
11. Should individual provisions of these terms and conditions of licensing and use be or become invalid, this shall not affect the validity of the remaining provisions.