

Terms and Conditions of Use

for advertising materials provided

by

NATURinFORM GmbH, represented by its managing director Mr Horst Walther,
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hereinafter referred to as “NATURinFORM”

NATURinFORM GmbH is a producer of patio floorboards and sight protection fences made from “WPC” (Wood Polymer Composites).

This material is a combination of the renewable raw material wood, and an environmentally friendly, thermoplastic binding agent. Our production manufactures extruded precision profiles in all forms, dimensions, colours and surface structures, as required by the market, with an elegant design that has the look and feel of wood. The profile systems are predominantly used outdoors, as patio floorboards, jetties and playground borders, but also as sight protection walls. The elements are stable, durable, weather-resistant and essentially maintenance-free.

For the purpose of advertising their products, NATURinFORM GmbH makes advertising material available for download from the homepage www.naturinform.de, in a special merchant section on the website requiring entry of separate access data, only for commercial customers/merchants eligible to access the material, hereinafter referred to as “Recipients”, subject to acceptance of these Terms and Conditions of Use.

The following Terms and Conditions of Use shall apply exclusively to the download and use of the advertising materials provided:

1. The data and advertising materials and content made available by NATURinFORM GmbH for downloading, in particular images, product videos, illustrations, product descriptions and installation instructions as well as any other texts, shall be used solely for advertising for NATURinFORM GmbH. All copyrights, property rights, usage rights and other rights in the intellectual property embodied in the data shall be and remain vested in NATURinFORM GmbH.

2. NATURinFORM GmbH provides the Recipient with the advertising materials made available on the merchant portal on the website www.naturinform.de, in the technical format provided there, exclusively for the purpose of advertising the products offered by NATURinFORM GmbH in Germany. The Recipient shall not have a legal claim to be provided with the materials for use.

3. The Recipient agrees that the advertising material provided may only be used without modifications, and only in order to advertise the products offered by NATURinFORM GmbH. The Recipient may use the material only with the addition of the NATURinFORM brand. Should the user use the materials provided under this Agreement for print or online advertising, the Recipient shall include the copyright notice for NATURinFORM GmbH in the references relating to the material, for instance in image or text captions.

Forwarding of the advertising materials to third parties is not permitted.

The granting of usage rights for the downloaded advertising material can be revoked at any time in relation to the Recipient, without any restrictions.

4. The Recipient hereby agrees in relation to NATURinFORM to pay a contractual penalty amounting to € 5,000.00 for each negligent or intentional infringement upon the Terms and Conditions of use, waiving the defence of a continuing violation as a mitigating factor (Fortsetzungszusammenhang). Other claims for damages that NATURinFORM GmbH or third parties may have against the Recipient shall remain unaffected.

5. The Recipient's claims against NATURinFORM GmbH under or in connection with the free provision of materials, irrespective of their cause in law, shall be excluded in full, except if NATURinFORM GmbH has acted in an intentional or grossly negligent manner.

6. Upon termination of the granting of usage rights through a revocation, all of the Recipient's rights to use the advertising material that is subject to exclusive copyright protection for NATURinFORM shall end. Immediately upon revocation or, in the event of a termination, as of the date when the term ends, the Recipient undertakes to immediately stop using the advertising materials in any form and in all media, and to delete and/or destroy the material. Proof thereof shall be provided to NATURinFORM upon request.

7. The Recipient shall be responsible for the content of its specific sales promotion activities. The Recipient shall indemnify NATURinFORM GmbH from and against any and all third-party claims that relate to such advertising or sales promotion activities.

8. The granting of usage rights shall not be exclusive.

The laws of the Federal Republic of Germany shall apply exclusively. The place of jurisdiction for all disputes associated with the granting of usage rights shall be Nuremberg (Nürnberg), Germany.