

GENERAL TERMS AND CONDITIONS OF USE

for the use of trademarks, data and images

These General Terms and Conditions of Use (hereinafter: "Terms of Use") apply to the user's use of the services (hereinafter: "Service") provided by Herth+Buss Mobility Solutions GmbH & Co. KG, Dieselstraße 2-4, 63150 Heusenstamm (hereinafter: "Herth+Buss").

I. Scope

Herth+Buss is a specialist brand supplier of repair solutions in the international Independent Aftermarket (IAM) and an innovative partner for automotive workshops. As part of the services offered, Herth+Buss makes data, product images and brands available to users for their use.

These Terms of Use apply exclusively in this regard. There are no parallel agreements between Herth+Buss and the user regarding the use of Herth+Buss's data, images and trademarks. All previous agreements are hereby mutually rescinded and are therefore null and void.

The user's General Terms and Conditions (GTC) shall not apply; they are hereby expressly rejected. This applies even if reference is made to the user's General Terms and Conditions (GTC) in the context of an order or in other documents provided by the user.

II. Use of Data

1. Provision of Data

1.1. Provision of Standard Product Data

Herth+Buss may, at its sole discretion, provide the User with product information as part of a standard package, including, but not limited to, dimensions, colours, finishes and other product details. This data is, in principle, non-confidential and may be used by the User for the purpose of selling the products.

1.2. Provision of Special Product Data

Herth+Buss may, at its sole discretion, provide the user with additional information (e.g. vehicle information and original spare part references) as part of a special package, which comprises Herth+Buss's strategic and confidential know-how. The user is obliged to treat the data provided as part of such a special package as confidential in accordance with the following provisions and to use it exclusively internally for the purpose of their own distribution of the products.

1.3. Provision of stock data

Furthermore, Herth+Buss may, at its sole discretion, provide the user with stock data relating to its products. The stock data may be made available for collection by the user via an SFTP connection set

up individually for the user and encrypted, or via access to a web portal. Alternatively, Herth+Buss may proactively transfer the data to the user via SFTP. The user undertakes to treat any stock data provided as confidential in accordance with the following provisions and to use it exclusively internally for the purpose of their own distribution of the products.

2. Confidentiality of data

2.1. Confidentiality

The user undertakes to treat all data provided by Herth+Buss in accordance with clauses 1.2 or 1.3 as strictly confidential. The user may use this data exclusively internally for the purpose of their own distribution of the products and must take appropriate technical and organisational measures to maintain confidentiality. This applies in particular to the user's affiliated companies.

2.2. No disclosure to third parties

The user undertakes not to disclose, sell or disseminate in any way to third parties any data provided by Herth+Buss in accordance with section 1.2 or 1.3 without the prior express written consent of Herth+Buss, whether in aggregated form or as individual pieces of information. This applies in particular to the user's affiliated companies.

2.3. Duration of Confidentiality

The confidentiality obligation shall remain in force indefinitely, irrespective of the termination of the contractual relationship between the user and Herth+Buss. It applies to all data made available in accordance with section 1.2 or 1.3.

3. Exceptions

3.1. Other sources of knowledge

The following are exempt from the above confidentiality obligations:

- Data which was already known to the user prior to its disclosure by Herth+Buss.
- Data which is or has become accessible to the public by means other than a breach of contract.
- Data which the user has lawfully received from a third party without that party being subject to any restrictions regarding confidentiality or use.

Where the user invokes one of these exceptions, it is incumbent upon them, in accordance with general legal principles, to set out and prove the relevant conditions.

3.2. Legal provisions

The above confidentiality obligations shall not apply where the user is obliged to disclose the data pursuant to statutory provisions. In such a case, the user shall immediately notify Herth+Buss of the disclosure of the confidential information. The user must make reasonable efforts to obtain an undertaking from the third party to whom the confidential data must be disclosed that they will treat the data as confidential.

3.3. Advisers bound by a duty of confidentiality

The user is only authorised to disclose the confidential data to their legal, commercial and technical advisers, provided that such advisers have signed a confidentiality agreement that corresponds in substance to the provisions of this agreement.

III. Use of images

1. Provision of images

1.1. Provision of Product Images

Herth+Buss may, at its sole discretion, make digital images of its products available to the user. Herth+Buss holds the exclusive rights of use to these images. The user is granted a non-exclusive, non-transferable right of use to these images and may use them solely for the purpose of marketing the products depicted, in particular in catalogues, brochures or on websites.

1.2. Restrictions on the use of images

The user undertakes to use the images provided unaltered and in the form supplied by Herth+Buss. The images must not be edited or modified. If the images contain Herth+Buss watermarks, these must not be removed. However, changes necessary for use, such as essential resizing, are permitted.

1.3. Disclosure to third parties

The user must not pass on Herth+Buss image material to third parties without the express permission of Herth+Buss. Herth+Buss expressly does not grant the user the right to allow visitors to the user's social media channels to reproduce Herth+Buss images when accessing the user's social media channels. The user undertakes to actively prevent visitors to their social media channels from reproducing image material by downloading it without Herth+Buss's authorisation. Nor does Herth+Buss grant rights of use to the images to the technical service providers operating the social media platforms, insofar as these are distinct from the user.

1.4. Key visuals and other image material from Herth+Buss

Images of the key visuals (dogs + sumo wrestlers) may not be used in any way by the user or third parties. Publicly accessible visual material on the Herth+Buss website may be used in accordance with the aforementioned provisions, in particular subject to prior authorisation by Herth+Buss.

IV. Use of the brand

1. Subject matter of the contract

Herth+Buss is, amongst other things, the owner of the trademarks listed below (hereinafter: 'the trademarks').

Herth+Buss logo:	Reg. No. 39518837 (DPMA); Reg. No. 302011040820 (DPMA); Reg. No. 30600269 (DPMA); Reg. No. 003644382 (EUIPO); Reg. No. 003644391 (EUIPO); Reg. No. 1121770 (WIPO); Reg. No. 940040 (WIPO);
Elparts:	Registration No. 30600267 (DPMA), Registration No. 004747581 (EUIPO); Registration No. 940041 (WIPO)
Jakoparts:	Reg. No. 30611113 (DPMA); Reg. No. 30703444 (DPMA); Reg. No. 922103 (WIPO); Reg. No. 952049 (WIPO)
BUSCHiNG:	Reg. No. 302024010133 (DPMA)

2. Authorisation to use the Herth+Buss trade marks

Herth+Buss grants the user the simple, royalty-free, non-exclusive and non-transferable right to use the trade marks in connection with the distribution and promotion of Herth+Buss products.

3. Guidelines on trademark use and quality assurance

The user undertakes to use the trade marks exclusively in the form specified by Herth+Buss. Herth+Buss will provide the user with image files of the trade marks upon request. Any alterations or deviations from the relevant guidelines are only permitted with the express written consent of Herth+Buss. The user must ensure that the trade marks are used exclusively in connection with Herth+Buss products. The user shall not undertake any actions that could damage the reputation or integrity of the trademarks. Any unauthorised use of the trademarks is prohibited and will result in civil or criminal prosecution. The key visuals (dogs + sumo wrestlers) may only be published or used in conjunction with layouts created by Herth+Buss.

4. No registration of conflicting trademarks

The user undertakes, for the duration of this contract, not to use or register as a trade mark any signs for identical goods or services that are identical to, or likely to cause confusion with, the signs or trade marks of Herth+Buss.

5. Protection of trade marks

The user shall immediately notify Herth+Buss of any actual or threatened infringement or impairment of Herth+Buss's trade marks of which they become aware.

6. Use of the Herth+Buss logo

The Herth+Buss logo may only be used in accordance with the guidelines set out on our website [Herth+Buss Logo Bundle | Herth+Buss and](#) the aforementioned provisions.

V. General Provisions, Liability, Jurisdiction

1. The user is not authorised, without the prior written consent of Herth+Buss, to transfer, pledge or encumber the rights granted to them, in whole or in part, to third parties, or to grant sub-licences to third parties in respect of such rights.
2. Herth+Buss shall be liable for damages arising from a breach of contractual or non-contractual obligations within the limits of the statutory provisions only in cases of wilful misconduct or gross negligence; in the event of negligent or intentional injury to life, limb or health; in the event of the assumption of a guarantee or in the event of a culpable breach of essential contractual obligations; contractual obligations are deemed essential if their fulfilment is a prerequisite for the proper performance of the contract and on whose observance the user may regularly rely; on the basis of mandatory liability under the Product Liability Act; on the basis of other mandatory liability.
3. All legal relationships between Herth+Buss and the user are governed by the law of the Federal Republic of Germany, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
4. If the user is a trader, a legal person governed by public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from or in connection with this Terms of Use Agreement shall be Frankfurt am Main.
5. Should any provision of these Terms of Use be or become invalid or unenforceable, in whole or in part, the validity of the remaining provisions shall remain unaffected. In such a case, the parties shall replace the invalid or unenforceable provision with one that comes as close as possible to the economic purpose of the original provision, to the extent permitted by law.

Herth+Buss Mobility Solutions GmbH & Co. KG