

Terms of use for MEYLE AG's digital marketing material

1. MEYLE AG, Merkkuring 111, 22143 Hamburg, Germany ('**MEYLE**'), provides its customers with digital marketing material on the basis of the following terms of use ('**Terms**'). These Terms shall also apply to any future provision of digital marketing materials to the same customers, without MEYLE being required to refer to them again in each individual case. These Terms apply exclusively to customers acting in their capacity as traders in accordance with the statutory definition.
2. The digital marketing materials may include any content made available by MEYLE to support the sale of its products, including, but not limited to, product images, product information, lifestyle images, videos, texts and drawings.
3. The customer undertakes to use all digital marketing material received or to be received from MEYLE exclusively in connection with MEYLE products.
4. The digital marketing material shall be provided to the customer free of charge.
5. If the customer wishes to alter, modify or redesign the material, they must obtain prior approval from MEYLE's marketing department (by email is sufficient) before publication in each individual case.
6. In some cases, the digital marketing material might be subject to certain supplementary terms of use. MEYLE shall always provide the customer with the supplementary terms of use in advance or as it provides the digital marketing materials. These supplementary terms of use may, for example, cover intended applications, usage periods or licence requirements on the part of the customer.
7. The customer must comply strictly with these Terms, as well as the supplementary terms of use. If the customer breaches this obligation, they shall be liable to MEYLE for any resulting damage and shall indemnify MEYLE against all resulting claims, including the costs of any legal defence, upon first request.
8. MEYLE can terminate the customer's use of the digital marketing materials at any time in writing with a notice period of three months to the end of a month. The customer undertakes to discontinue use upon expiry of the notice period and to erase or destroy the digital data in their possession together with the materials created using the data. Within 14 days of the expiry of the notice period, the customer shall confirm in writing to MEYLE that they have ceased use and deleted or destroyed the materials.
9. The customer is not entitled to transfer the digital marketing material to third parties. Third parties may submit a request for the materials directly to MEYLE.
10. If fonts, in particular 'FF DIN PRO' and/or 'INDUSTRY', are also provided to the customer as part of the provision of digital marketing materials, this shall be exclusively on the basis of a simple (non-exclusive), limited, non-transferable and non-sublicensable desktop licence, restricted in terms of time, territory and permitted use (use on a single desktop computer or laptop only). The use of these fonts is permitted exclusively for the creation of materials directly related to MEYLE products. Any use for other purposes is prohibited. The customer undertakes not to pass on, reproduce or otherwise make the fonts provided available to third parties, either in whole or in part. The provision and use of the fonts shall be documented by MEYLE. Once the customer no longer has a business relationship with MEYLE, MEYLE informs the customer that it must cease using the fonts, or the customer ceases to use materials containing MEYLE AG content, the customer shall be obliged to delete all fonts provided from all systems without delay and in their entirety.

11. MEYLE's liability for damages is limited to foreseeable losses which are typical for the contract. The above liability limitation shall not apply to MEYLE's liability for intent or gross negligence, for guaranteed characteristics, due to injury to life, limb or health, or pursuant to Germany's Product Liability Act (ProdHaftG). MEYLE assumes no responsibility for use of the delivered marketing material in inappropriate areas of application. MEYLE explicitly accepts no liability for damage caused by use of the delivered marketing material in inappropriate areas of application. As such, the customer acts at their own risk. Insofar as MEYLE's liability for compensation is excluded or limited, this shall equally apply to the personal liability for compensation of employees, workers, co-workers, representatives and vicarious agents.
12. By accepting these Terms, the person declares that they are authorised to do so on behalf of the customer.
13. German law shall apply, provided that this is permitted by the mandatory law applicable at the customer's registered office. The UN Convention on Contracts for the International Sale of Goods is excluded. The sole – international – place of jurisdiction for all disputes arising from the contractual relationship shall be MEYLE's place of business, Hamburg. MEYLE is, however, also entitled to file a suit at the competent court of the customer's place of business. Insofar as there is no divergent written agreement which stipulates otherwise, the place of performance shall be Hamburg, Germany.
15. No verbal collateral agreements have been made. Amendments and supplements to these Terms must be made in writing in order to be effective; this requirement cannot be waived, even verbally.
16. Should individual provisions of these Terms be ineffective, this shall not affect the effectiveness of the remaining provisions. Ineffective provisions shall be replaced by the legal provisions.