

Global Terms and Conditions (Delivery and Licensing Provisions)

1. Validity of terms; object of purchase

- (1) Supplies, services and offers made by both creativ collection Verlag GmbH and ccvision GmbH, both in D-79111 Freiburg, referred to as: creativ collection/ccvision, are only made on the basis of the present Terms and Conditions. These will be valid for all future business relationships, even though they may not be expressly agreed to again.
- (2) If the object of purchase is a representation of any kind (including vector graphics which contain vehicle pictures of the CAR-SPECIAL), illustrations, colour and b/w photographs, free objects, animations and any other graphical or photographic representations), the supply also includes a license in the form of a simple user right on the basis of the present Terms and Conditions, in addition to the physical object, if any.
- (3) If buyers orders from creativ collection/ccvision online (data transfer via e-mail/Internet), they accept the present Global Terms and conditions by clicking on the "ORDER" box. The buyer's first use of the works and electronic data carriers supplied (except demonstration CD) by is also subject to the acceptance of the present Global Terms and Conditions. We assume the use once the packing seal of the data carrier supplied has been broken. The present Terms and Conditions are considered accepted upon the simple reception of the goods or services.
- (4) Any reconfirmations submitted by the buyer or contractual party (referred to as: the buyer) with reference to the buyer's Terms and Conditions of Business or Purchase are hereby contradicted.
- (5) All agreements concluded between creativ collection/ccvision and the buyer to the purpose of this contract are to be recorded in writing.

2. Copyright, License and Agreements

- (1) As the author or on the basis of an agreement with the author, creativ collection/ccvision is the proprietor of the exclusive user and exploitation rights in the works sold by it.
- (2) creativ collection/ccvision grant his buyers a simple user right (license) for the works sold by creativ collection/ccvision. Whenever updates are purchased, the license covers the novelties or extensions created by the update.
- (3) The license relates to all and any works sold by creativ collection/ccvision, regardless of the form of delivery or transfer. The works are delivered electronically and/or physically, including on DVD, CD, slide, paper or photo print (referred to as: delivery). These include, among others, vector graphics (including vehicle pictures of the CAR-SPECIAL), illustrations, colour and b/w photographs, free objects, animations and any other graphical or photographic representations.
- (4) No license is considered to be granted, whether fully or partially, if the present Terms and Conditions have not been fully accepted and have become a fully valid constituent of the contract between the parties.
- (5) Licenses are only personally granted to the buyer. Sublicenses are excluded. The buyer is not authorised to pass any part of the works to any third parties, neither on a profit-gaining basis nor gratuitously for use. Any business, especially in the form of "illustration sales" of any kind, is prohibited. This also applies to any combinations of design which include any motives of creativ collection/ccvision in processed or unprocessed form. Any disposal or the attempt of disposal of the license, including via Internet, by Internet shops or Internet auctions (such as "ebay"), is prohibited and obliges the buyer to pay a lump-sum compensation for any special case of damage (with the exclusion of a continuation of offence) to the amount of 10,000 euros.
- (6) The license is not deemed to be granted until the invoice is fully paid.
- (7) The buyer is entitled to use the works of creativ collection/ccvision on a maximum of five computer work stations within one company. Within this restriction, it is permitted to produce copies of data carriers for work simplification or data backup, or to transfer them to another data carrier to this purpose. Any other use by the buyer is prohibited. All such cases are subject to a written license extension.
- (8) Using the works of creativ collection/ccvision, the buyer may design special publications and media products (book titles, magazine and newspaper titles and page layouts) and produce special TV and film takes. By further processing and treatment of the works, the buyer may produce customized (advertising) printing matters, advertisements and websites, as well as design, reproduce, print or plot slide or presentation shows, artistic collages, product packages and any other view patterns. The buyer may resell such processed products to third parties within the scope of the use to which he is entitled by the above provisions. He must, however, always see to it that such third parties do not violate the copyright held by creativ collection/ccvision.
- (9) Reference for publishing use and imprints: ccvision.de
- (10) Not allowed is the use of the works by the buyer in the following cases:
 - a) for the production of picture works and compilations, calendars, illustration models, postcards etc.;
 - b) for the printing of textiles, interior design objects, household items, wallpapers, etc.;
 - c) the storage of the motives in picture services, catalogues of all kind (including in the form of digital catalogues for motive selection), painting patterns or decoration systems etc.Such illicit use is any case of the picture motive being a substantial decorative constituent of any goods for sale and it not being integrated into a special advertising message or publication design.
- (11) If the buyer should have any special questions regarding the legally correct use of the motives, the buyer is obliged to consult creativ collection/ccvision in writing. If any use is made although the legal situation (including border-line cases) is unclear, this means a violation of the present license agreement.
- (12) A work may be used by the buyer as integrated constituent of a website, but not made available separately or in a format suitable to be repeatedly used by website users or stored permanently. The buyer agrees to see to it or take technical measures that the works which the buyer embeds into software (in websites, for example) cannot be downloaded or otherwise used by unauthorised persons.
- (13) The buyer is not entitled to decompile, redevelop (reverse engineering), discompose, decode or otherwise reduce to a human-legible format the software contained in the works.
- (14) Layout files (via online) and pattern motives contained in the demonstration CD, may only be used for internal layout and internal presentation (customer presentation), but not for advertising products or production prints of any kind, and neither for website designs.
- (15) The license is not exclusive, and creativ collection/ccvision may grant identical or modified licenses to any number of other customers. The buyer may not exclude any other authorised users of the works from their use by the buyer's own claims in regard to patents, trademarks or other issues. This also applies to any combinations of pictures or collages which include any part of creativ collection/ccvision's motives in a modified form.
- (16) creativ collection/ccvision is entitled to ban the right of use in special illustrations or photographs or replace images by another motive for good reasons. The buyer, once notified from the ban or the replacement, restrains from the continuation of use of the concerned motives. If a good cause has occurred without intention or gross negligence from the part of creativ collection/ccvision, the buyer has no compensation claims from such an event. The buyer's rights of withdrawal and claim for compensation are excluded on other issues. The buyer can only assert a claim of reduction of the purchase price in the case of the intention and gross negligence from the part of creativ collection/ccvision and if the banned works were not replaced, and this in proportion to the ratio of the number of banned works to the total number of works conveyed.

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(17) When using the individual picture motives, the buyer must itself evaluate each legal situation and see to it that no rights of third parties are violated by the type of usage (in a journalistic or advertising manner). Any liability claims resulting from this will be in the user's sole responsibility.

(18) The buyer is not entitled to use the works of creativ collection/ccvision for immoral, defamatory, pornographic or otherwise illegal purposes. Recognizable pictures of persons may not be used for political or religious purposes. When using pictures of confluences, it is not allowed to enlarge individuals of such meetings (no focussing) and represent these individually.

(19) Pictures of historic persons, artists, sportsmen or public persons as well as pictures of brand names or articles may only be used under observance of relevant legal regulations (and those in each country concerned). Any non-observance of legal provisions excludes the liability of creativ collection/ccvision.

3. Warranty

(1) The works are supplied free from manufacturing and material defects. The buyer must check the goods directly on reception. Any defect becoming apparent is to be notified to creativ collection/ccvision immediately. All warranty claims will expire 6 months after delivery.

(2) If any instructions for use issued by creativ collection/ccvision are not adhered to or any modifications are made on the works, no claims of defects of the works can be asserted if the buyer does not substantially confute the argument that it was one of such circumstances which has resulted in the defect.

(3) The buyer is to notify creativ collection/ccvision of the defect immediately and in writing, but not later than one week after reception of the delivered goods. Defects which could not be detected within such a time-limit, although the goods have been thoroughly checked, must be notified to creativ collection/ccvision immediately after their detection.

(4) If no replacement or reworking is possible or unreasonable for the buyer, the buyer can demand either the conversion (withdrawal from the contract) or reduction of the remuneration instead of the replacement. All other claims of an extended nature are only covered by creativ collection/ccvision's liability in cases of intention and gross negligence. Other issues are excluded from liability. Liability is especially excluded in cases where third parties claim any trademark violations against the buyer.

(5) Claims asserted against creativ collection/ccvision because of defects only appertain to the direct buyer and cannot be transferred.

4. Reservation of Property Rights/ Return

(1) creativ collection/ccvision reserves the property of the supplied goods until full payment of the purchase price.

(2) In commercial business transactions, the right of property remains valid until all claims from the business relationship and those incurring in the future are fully paid. The reserve of property during current accounting is deemed to be a security for individual account balance claims.

(3) Unused digital data carriers with unbroken seal are subject to a return right of 14 days from the date of invoice (also cf. §1, clause 3). The ordering party is responsible for the costs of the return.

(4) Goods which have been transmitted on-line (pictures for download, for instance) can generally not be returned.

5. Redemption, Compensation

(1) If the buyer violates these provisions, creativ collection/ccvision is entitled to prohibit any further use of the works supplied and to collect the works supplied. If the works are collected, the purchasing price paid by the buyer is to be reimbursed under deduction of the use performed.

(2) The buyer is obliged to pay for the return of the goods and compensate creativ collection/ccvision the damage resulting from the violation.

6. Applicable Law, Jurisdictional Venue, Severability

(1) The present Terms and Conditions of Trade and the entire legal relationships between creativ collection/ccvision and the buyer are governed by the laws of the Federal Republic of Germany. The provisions of the UN Trade Law are not applicable.

(2) If the Customer is a trader, a legal entity or assets under public law, any disputes directly or indirectly arising from the contractual relationship are to be exclusively brought before the Courts of Freiburg im Breisgau, Germany.

(3) Should any part of the provisions of the present Terms and Conditions of Trade be or become ineffective, this has no effect on the effectiveness of the remaining provisions or agreements.