

## General Terms of Use

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The following terms apply for the use of the online content of EGLO Leuchten GmbH (hereinafter „EGLO“) via the login on service.eglo.com:

### 1. Access Authorisation

Download of any data provided in the database (including product data and products images, collectively hereinafter „EGLO-IP“), is solely permitted for EGLO's affiliated companies and authorised distribution partners (“Distribution Partner”). Distribution Partner is not entitled to provide any third parties with access to the database, and shall ensure to protect EGLO-IP against the use, download, or copy from any third parties.

### 2. Copyright

The images provided by EGLO are protected by copyright laws. EGLO is the sole owner of such copyrights.

### 3. General Requirements

- 3.1 Distribution Partner is entitled to publish, re-produce and disclose EGLO-IP for the purpose of sales activities, in the designated sale countries or areas, according to these General Terms of Use.
- 3.2 EGLO-IP shall not be altered, product images shall not be altered or retouched or edited; in particular, overlaying of EGLO-IP with any other signs, labels, brands, company names etc. is prohibited. However, scaling of product images while retaining the image character is permitted.
- 3.3 Distribution Partner shall indicate the EGLO company as source of EGLO IP in any publication containing EGLO-IP. If product images are provided by stating the name of the photographer, such name shall be indicated together with the EGLO company name.
- 3.4 Distribution Partner does not acquire any rights of ownership, copyright or rights to license EGLO-IP, and shall not use EGLO IP to the detriment of EGLO in any way leading to the restriction or loss of EGLO's rights on its EGLO-IP. Further, Eglo IP shall not be used for the commercialization of any third party products.
- 3.5 Distribution Partner shall not use EGLO-IP for any other purpose than commercializing EGLO's original products, if not agreed in writing by mutual consent of both parties.
- 3.6 The right to use EGLO-IP is granted without consideration, non-exclusively and non-transferable.
- 3.7 Distribution Partner is liable for all damages resulting from unauthorized use of EGLO-IP and shall indemnify and hold EGLO harmless from any claims of third parties in this regard.

### 4. Duration

- 4.1 The authorization to use EGLO IP is granted indefinitely.
- 4.2 However, EGLO reserves the right, to restrict the scope of use of EGLO-IP, or revoke the granted license and prohibit further use of EGLO-IP, at its sole discretion at any time without being obliged to provide any reasons. Distribution Partner's license is deemed to be revoked upon receipt of EGLO's notice.
- 4.3 Upon revocation or restriction of the right of use and upon EGLO's request, Distribution Partner shall delete or destroy all EGLO-IP within a reasonable period of time from any storage media. Distribution Partner shall confirm such action in writing on EGLO's request.

### 5. Product and Trademark Representation

- 5.1 Wherever the Distribution Partner uses EGLO-IP on its website and/or in its online shop, the Distribution Partner must ensure that the name, trademark(s) and merchandise from EGLO are presented and displayed in a well visible place on its website and/or online shop. In particular, the following presentation requirements must be complied with:

- (a) The merchandise must be clearly presented in regard to colour, style and quality, with one picture of the item in question at a minimum provided by EGLO. Where an item comes in several colours, if possible each colour should be illustrated.
  - (b) The Distribution Partner shall endeavour that for each item several pictures are available showing the item in question from different angles or in a panorama view provided that such pictures and illustrations have been provided by EGLO.
  - (c) Product information shall be listed to the same extent they are listed in EGLO's current catalogue.
  - (d) Information on the availability of the individual items in real time.
- 5.2 The Distribution Partner shall in any case explicitly identify itself as advertiser/promoter in its online advertising. All references to EGLO must be made in the third person. EGLO reserves the right to demand text and presentation changes on the website if a text or presentation and reproduction of EGLO-IP appear to be not objectively justified or detrimental to EGLO.
- 5.3 Except as expressly set out herein, EGLO will not grant any rights or licences of any kind in connection with EGLO-IP or the EGLO trademarks except to the extent that this appears necessary for the sale or offering for purchase of merchandise and is inseparably linked to it. Distribution Partner shall not be entitled to use EGLO-IP for other purposes or to assign any rights granted herein to any third parties unless EGLO agrees in advance in writing to such use or assignment.

## **6. Name and domain of the website/online shop and terms of sale via third party online platforms**

- 6.1 The Distribution Partner will only use the domain names disclosed to EGLO for its website or online shop.
- 6.2 The Distribution Partner shall not register and use EGLO's corporate and trademark name(s) or the letter sequence E-G-L-O, including all versions with replacement characters, as a first-level domain of its website URL or domains which are the same as, similar to or misspellings of EGLO. Any registration or use of EGLO's corporate and/or trademark name as a second-level domain (or subordinate to that) shall only be allowed with prior written approval of EGLO and to the extent that the EGLO name constitutes the sole component of the subdomain or the party or party's name (e.g. www.abc.com/eglo, but not www.abceglo.com or www.eglo.abc.com).
- 6.3 Users of the website as well as search engine users must be able to clearly recognise whether they are dealing directly with EGLO or with the Distribution Partner. Display URLs (URLs shown in advertisements of the search engine results) must meet the conditions listed above.
- 6.4 Any sale or offering of merchandise on the websites of third parties or on third party online platforms, in particular auction platforms shall only be allowed provided that the Distribution Partner clearly represents itself as EGLO merchant. Any sale or offering of merchandise on websites offering used or damaged merchandise shall not be allowed.

## **7. Technical and commercial requirements for Online Shops:**

- 7.1 If the Distribution Partner operates an online shop, the following contents shall be included on its website:
- (a) Standard usage terms and data privacy statements and/or guidelines.
  - (b) Terms for delivery, payment and return of merchandise as well as standards of customer service.
  - (c) Contact information and liability disclaimer (at a minimum) visible as a hyperlink on each page of the website in question, as well as
  - (d) All other statutorily mandatory contents or contents mandated by applicable law, in particular those under the E-Commerce Act and the Consumer Protection Act.
- 7.2 The Distribution Partner's website shall meet the following technical requirements and offer the following functions:
- (a) Fast page loading speed similar to the trade's leading websites and minimum outage time.

- (b) User-friendly navigation and search functions as well as a safe and easy-to-use shopping basket with optimally uncomplicated completion of the order process, the opportunity to add or remove items and indication of time remaining when loading larger files.
- (c) Notification of the end-customer immediately after submission of the order and dispatch of the merchandise with an indication of the tracking number, the date of dispatch as well as the tentative date of delivery.
- (d) Acceptance of credit card payments as well as one additional form of down payment (such as PayPal) and securing those payment methods by current encryption technology customary in the trade (https) as well as compliance with statutorily mandated safety standards for online retailing current in the trade.
- (e) Providing extensive customer services before and after sale, in particular a call centre manned during retail business hours (Mon-Sat, 8 a.m. to 8 p.m.) and/or around-the-clock (24/7) and email feedback under the provisions of applicable legal and trade regulations.
- (f) Compatibility with all conventional Internet browsers, mobile phone devices and operating systems and the use of a safe server for its host website.
- (g) Picture quality as well as font and pixel sizes must in every respect meet the requirements of applicable law, national as well as European.
- (h) A page with frequently asked questions (FAQs).

7.3 The Distribution Partner must ensure that

- (a) returns are treated (at a minimum) according to the provisions of applicable law and applicable trade regulations.
- (b) available merchandise is delivered to the customer at the latest within seven days of being ordered. If the Distribution Partner sells clearance sale merchandise on its website (subject to and under the provisions of these terms), this maximum delivery deadline shall not apply.
- (c) EGLO is notified in writing in advance if cross-border deliveries are planned.

7.4 The Distribution Partner shall for enhancement and promotion of collaboration with EGLO provide sales statistics, sales rankings by product category, performance of specific items as well as performance of the website. It is here clarified that such data do not constitute personally related data of the end-customers.

**8. Limitation of Liability**

- 8.1 EGLO does not warrant or guarantee the availability of EGLO-IP at any given time.
- 8.2 EGLO assumes no liability whatsoever for damages arising out of or in connection with the download of EGLO-IP and assumes no liability for the quality, content or usability / marketability of EGLO-IP.
- 8.3 EGLO assumes no liability whatsoever for the availability and up-to-dateness of products, conformity of products with product images as well as for product characteristics such as the design, the technical design, etc.

**9. General provisions:**

9.1 The Distribution Partner hereby confirms, that

- (a) it, when conducting its business via its website, shall abide by all international and national laws, regulations and trade customs, in particular compliance with advertising regulations.
- (b) it is reselling the merchandise at its own risk, on its own behalf and for its own account and is not entitled to represent EGLO as a representative or in any other way.

9.2 Should one or several provisions of these terms be or become invalid or ineffective, these provisions shall not be applied. This shall not affect the validity and effectiveness of the remaining

provisions hereof. The non-applicable provisions shall be replaced by provisions that best reflect the contents and meaning of the valid provisions hereof and the intention of the parties. The same applies, by analogy, to any gap in this Agreement.

- 9.3 Unless EGLO has announced something else in writing, information and data (“information”) received by the Distribution Partner from EGLO shall at all times be treated confidentially and Distribution Partner shall ensure that its own employees are subject to a confidentiality agreement and shall draw their attention to confidentiality. This obligation shall not apply to information that is publicly accessible or becomes publicly accessible without any breach of this obligation or which is already in the possession of the Distribution Partner without any breach of confidentiality.
- 9.4 In case of significant breach of the present terms for online retailing as well as in case of the Distribution Partner’s insolvency, EGLO shall be entitled to terminate with immediate effect the supply relationship on which the online retailing is based, in particular the supply and condition agreements, to rescind the rights granted to the Distribution Partner with these terms and, in particular and without prejudice to item 2.4, to forbid with immediate effect the use of the EGLO-IP provided. The routine cancellation terms of the supply and condition agreement on which the online retailing is based shall remain unaffected. Where no routine cancellation of the supply and condition agreement between the parties has been explicitly agreed, routine cancellation shall be possible as of the end of a month with three months’ advance notice.
- 9.5 This Agreement is governed by the laws of the Republic of Austria, excluding its conflict-of-law provisions and exclusion of the UN Convention on the International Sale of Goods (CISG). Any and all disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the court of Innsbruck, Austria. However, EGLO shall also be entitled to sue the Distribution Partner in the latter’s forum of jurisdiction as well.