

Standard Business Terms (Delivery and Licence Terms)

1. Definitions

1.1 "Customer" is the contractual partner who has concluded a licence agreement with us. This can be a sole trader, skilled trades business, or a company in any legal form (e.g. AG, GmbH, OHG, KG, GmbH & Co KG, UG, GbR).

1.2 "Licence Agreement" is any agreement on the use of the Contractual Products.

1.3 "Customer's sphere of power" means in the case of businesses managed by a sole trader, the latter himself, while in the case of companies, the legal entity for which the person acting in the purchase has power of representation.

1.4 "Computer workstations" are workstations with electronic devices such as desktop computers, tablets, notebooks, smartphones or similar or comparable devices that are able to process, send and receive electronic data and/or that can display, process, send and/or receive visible results on the basis of such data, for instance such as drawings, graphics, photos, images and other representations.

1.5 "Contractual Products" are all works, products, deliveries and services of creativcollection Verlag GmbH or ccvision GmbH, for which a contract is concluded with the Customer.

2. Validity of the General Terms and Conditions of Business

2.1 These General Terms and Conditions of Business are directed exclusively at contractor within the meaning of Section 14 BGB. creativcollection/ccvision reserves the right to demand from the Customer before conclusion of the contract that the latter proves its commercial status sufficiently, for example by stating the VAT ID no. or by other suitable proof. Corresponding data must be provided by the Customer in full and truthfully.

2.2 All contracts for contractual products of creativcollection Verlag GmbH and ccvision GmbH, both in 79111 Freiburg, Germany, hereinafter referred to as creativcollection/ccvision, are made exclusively on the basis of these General Terms and Conditions of Business in their version valid at the time of conclusion of the contract. Conflicting terms and conditions of purchase/general terms and conditions of the Customer do not apply. These are hereby expressly rejected.

3. Registration in the online shop; processing of the Customer's personal data

3.1 The ordering of Contractual Products via the creativcollection/ccvision online shop can be done as a guest or registered user.

3.2 Registered users do not have to provide address data for every order. This information is automatically stored in the shopping cart. The Customer can log into the corresponding Customer account using an e-mail address and a freely selected password.

3.3 Information on the processing of the Customer's personal data can be found in the data protection declaration at <https://www.ccvision.de/datenschutz>.

4. Conclusion of contract on the purchase of Contractual Products

4.1 The presentation of the contractual products in the creativcollection/ccvision online shop does not constitute a legally binding offer, but an invitation to order (invitatio ad offerendum).

4.2 The Customer can select from the range of contractual products sold online by creativcollection/ccvision and collect them in a so-called shopping cart using the "Add to Shopping Cart" button. By clicking on the "Order" button, the Customer submits a binding offer to purchase the contractual products in the shopping cart.

4.3 These General Terms and Conditions of Business and the data protection declaration of creativcollection/ccvision are brought to the Customer's attention before placing the order by means of an opt-in procedure (checkbox).

4.4 The Customer will receive an automatic order confirmation immediately after sending the order.

4.5 In principle, the above order confirmation does not constitute acceptance of the binding offer of the Customer. Only when purchasing digital Contractual Products (online products and/or subscriptions) via the creativcollection/ccvision web shop does the conclusion of the contract come into effect by sending the order confirmation and the login and download data. With regard to all other Contractual Products that the Customer orders via the web shop, the contract is concluded by creativcollection/ccvision submitting the ordered Contractual Products for shipping.

4.6 The contractual provisions are stored by creativcollection/ccvision and made available to the Customer on request.

4.7 The language provided for conclusion of the contract is German only. Translations into other languages are for customer information only. In the event of contradictions between the German text and the translation, the German text takes precedence.

4.8 The Customer may also place an order for the contractual products to be purchased in the online shop by telephone, fax or in writing to creativcollection/ccvision. In any case, the Customer submits a binding offer to creativcollection/ccvision with his order. The Customer receives the General Terms and Conditions of Business of creativcollection/ccvision by e-mail following the offer submitted with the request for written confirmation. However, a contract with creativcollection/ccvision is only concluded in this case if creativcollection/ccvision accepts the Customer's offer for digital Contractual Products (online products or subscriptions) by sending the login and download data and for all other Contractual Products accepts it by sending them to shipping.

5. Rights ownership

creativcollection/ccvision is the owner of all existing copyrights to the Contractual Products or, on the basis of an agreement with the respective copyright holder, the owner of all copyrighted rights of use and exploitation to all offered and/or distributed works. If products of other publishers or manufacturers are distributed, creativcollection/ccvision is the owner of the respective distribution rights.

6. Licence

6.1 Upon purchase by the Customer pursuant to Clause 4 of the respective Contractual Product, he receives a simple, non-transferable licence to use the product and all contents for the purposes of his or the company represented by him, provided that these are in accordance with the provisions of these General Terms and Conditions of Business. The licence for use for all Contractual Products is limited to a maximum of 5 Computer workstations in a single operating site. Use of the licence in several, spatially separated business premises is prohibited. Within this restriction, it is permitted to make copies of data carriers for work simplification, for data backup purposes, or to transfer them to another data carrier for this purpose solely for internal purposes of the Customer's company. This licence regulation covers all purchased Contractual Products, regardless of the form of delivery or transmission. The Contractual Products are delivered electronically for download and/or physically on data carriers e.g. DVD, CD, slide, paper, photo print or in another physical form (hereinafter: delivery). These include, among others, vector graphics (including vehicle drawings), illustrations, colour and black-and-white photos, free objects, animations, other graphic or photographic representations, as well as the budget calculator as a print or online version. The licence is granted subject to a precedent condition until the purchase price has been paid in full. This means that the Customer is only entitled to use the Contractual Products if the full purchase price has been paid and creativcollection/ccvision has received the payment. A licence is not deemed to have been granted, not even in part, if the Customer does not agree to these General Terms and Conditions of Business.

6.2 The Customer is entitled to permanently transfer the acquired physical data carrier to a third party upon transfer of the General Terms and Conditions of Business and the licence provisions contained therein. In this case, he will completely relinquish the use of the purchased Contractual Product himself, remove any installed copies from his computers and delete all copies on other data carriers or hand them over to creativ collection/ccvision. In the event of resale, the Customer is no longer entitled to obtain updates. At the request of creativcollection/ccvision, the Customer shall confirm the complete implementation of the specified measures in writing or, if necessary, explain the reasons for longer storage. In addition, the Customer shall communicate the name and company name of the third party and its complete address and shall expressly agree with the third party to observe the scope of granted rights in accordance with these General Terms and Conditions of Business and shall provide written proof of this to creativcollection/ccvision upon request.

7. Scope of the right of use acquired with the simple licence for photos, illustrations, graphics (except vehicle drawings)

7.1 The motives may be used for advertising, promotional and editorial designs of printed matter and websites of all kinds, insofar as this involves a specific advertising, promotional or editorial purpose or a corresponding statement, namely:

Advertisements of any kind, trailers, display boards, outdoor advertising such as posters, flags, illuminated advertising, city-light posters, banners, letterheads, brochures, books (from cover to content illustration), insert advertising, supplements, eye-catchers, stationery, dialogue mail, cover for all printed matter, printed materials for direct advertising, digital and web-based advertising on websites and blogs, including web banners, displays, DVD titles, decoration of shops, shopping centres, restaurants, design of stages, labels, invitations, eBooks, leaflets, commemorative documents, vehicle labellings and vehicle design, film titles, free customer magazines, flyers, folders, annual reports, business cards, business mail, vouchers, production of television and film recordings and multimedia presentations, insofar as this is done for specific customer orders, company magazines, handouts, image brochures, catalogues, cinema advertising, customer presentations and information, trade fair stands, magazines, mailings, notifications, newsletters, public relations, point of sales, competitions, promotional displays and activities, print media, public design, PR printed materials, prospectuses, travel flyers, menu designs, shop windows, sales folders, sales promotions, stuffers, storyboards, sports newspaper design (with sports pictograms and other illustrations), taxi advertising, carrier bags, TV advertising, envelope designs, environmental designs, company portraits, certificates, visiting cards, packaging, sales promotion, promotional letters, circulars, advertising banners, advertising posters, newspapers, magazines, etc.

7.2 Signage for road traffic and guidance systems, for example with motifs such as "parking space" or "parking ban" or "emergency exit" may also be used for advertising, promotional and editorial purposes, in deviation from the above, as long as their use is limited to business transactions and this is done within the framework of the Customer's usual business operations.

7.3 The aforementioned rights of use and exploitation for the aforementioned works apply only if:

- this occurs within the framework of the normal business operations of the Customer,
- in the case of journalistic/editorial use of the works, the existing copyright of creativcollection/ccvision is referred to in a suitable manner with the "c in a circle" symbol and "creativcollection/ccvision.de" is used for publishing applications and company details,
- none of the prohibited uses and/or uses regulated in Clause 9 of these General Terms and Conditions of Business exist,
- this does not entail any commercial, non-commercial or industrial dissemination of the work by the Customer for a large number of third-party users (e.g. by means of an HTML template),
- technical precautionary measures exclude the possibility that the works that the Customer uses for website designs or for digital representations/presentations may be downloaded, duplicated or electronically processed by unauthorised persons.

8. Licences for vehicle drawings

The following special provisions for vehicle drawings take precedence over other provisions of these General Terms and Conditions of Business, provided these stipulate otherwise.

The purchase of the vehicle drawings in the form of vector graphics entitles the Customer only to use the vector graphics on the Computer workstations covered by the licence (see above Clause 6.1) and only internally (within the production site) for planning purposes, i.e. exclusively as a technical aid for vehicle labelling and illustration. The vehicle design that is designed in this way may only be made available to the end customer in non-editable pdf format.

Any use beyond the above scope requires the agreement of a special licence in accordance with the following Clause 10.

9. Impermissible use and exploitation actions for all graphics, illustrations, photos and vehicle drawings

Unless expressly permitted above, the following usage and exploitation or other actions regarding the Contractual Products are not covered by the granting of the licence and are therefore not permitted:

- use of the Contractual Products beyond the usual scope of the existing business or activity by reproduction, dissemination in any form (e.g. electronic copies, internet, photo provider platforms and communities) both within the same business or to third parties,
- the transfer of editable data to third parties,
- the provision of Contractual Products to third parties, for example by feeding the Contractual Products into databases,
- the transfer of use, the transfer, resale, sale and giving away and/or distribution of works or parts thereof in return for payment or free of charge to third parties via any distribution channels and/or the granting/granting of sub-licences and/or the integration of the Contractual Products or parts thereof (e.g. individual illustrations, graphics, photos, vehicle drawings) into proprietary or third-party software,
- the inclusion of graphics (e.g. illustrations, graphics, photos, vehicle drawings) in prints, books, and other analogue works of the Customer and/or his company in third-party products, if a commercial or non-commercial dissemination of the graphics used takes place,
- the use and exploitation of the Contractual Products in any form after the end of the term of the licence,
- the use, reproduction and/or distribution of the Contractual Products without consent to the validity of these General Terms and Conditions of Business,
- the operation of a commercial business with contractual works (e.g. illustrations, graphics, photos, vehicle drawings) of any kind,
- the use, editing, alteration of any works or parts of the Contractual Products outside of the usual purpose of use of the Contractual Product, in particular for political, religious, discriminatory, pornographic, indecent or defamatory or similar purposes,
- making them available to affiliated companies of the same group of companies of the Customer, branches, sales representatives and/or other forms of distribution,
- use in the company's own networks (intranet; Internet; extranet and similar),
- the use of works from the Contractual Products in templates for the purpose of commercial reuse,
- the use as electronic templates: for electronic greeting cards or similar cards, for internet or application developments, for PowerPoint or other presentation applications, for apps, screensavers as well as for website, e-mail or other electronic templates,
- the decompilation of the software contained in works, the reverse development (reverse engineering), the disassembly, decoding or the reduction by other means to a human-readable format,
- the use of recognisable images of persons as well as, in the case of images of crowds or everyday scenes, the enlargement and enlarged or isolated individualisation of individual persons,

- making drafts or completed to-scale designs available in digital or printed form as image files on the Internet or otherwise publishing and using them and/or providing them to an indefinite number of possible users free of charge or for a fee in a commercial form (e.g. within the framework of a commercial photo and/or illustration business, a labelling film or a draft design business),
- electronic linking, integration into own or third-party homepages, both within and outside the Customer's sphere of power, neither online nor offline, nor in any other form,
- the registration of industrial property rights (trademarks, community designs and designs) for representations, designs and signs that contain creativcollection/ccvision's works,
- the dissemination of Contractual Products or parts thereof via social media platforms such as Facebook, Instagram, Pinterest, Flickr or similar.

In each of the above cases, there is a serious violation of the rights of creativcollection/ccvision present under copyright law, which shall lead to the termination of the licence contract for good cause, as well as to the assertion of claims to injunctive relief, information release and damages.

10. Individual agreements and special licences

For forms of use, reproduction and distribution not expressly permitted or prohibited in these General Terms and Conditions of Business, among other things according to the aforementioned Clause 9, an extended licence can be agreed upon after individual review within the framework of a separate agreement with creativcollection/ccvision. This also applies to the use of the Contractual Products for specific uses not expressly permitted here (hereinafter jointly referred to as "Special Licences").

Special Licences may be granted, for example, but not limited to, for the following areas of application:

- Presentation of vehicle drawings in catalogues (digital and/or print), on websites and/or in online shops to explain the use or selection of vehicle accessories;
- Presentation of vehicle drawings in expert opinions;

11. Updates of Contractual Products

When purchasing updates, the licence extends to basic work and all related updates. The General Terms and Conditions of Business valid at the time of the last update shall apply to the entire contractual relationship.

12. Term of the licence

The licence is granted for a limited period of three years. The three-year fixed term begins with the first due date of the usage fee for the licence, whereby the right to use the licence begins only with full payment receipt. When obtaining updates, the time limit of the licence begins from the time at which the termination of the update service or subscription becomes effective.

13. Obligations after expiry of the licence

The Contractual Products of creativcollection/ccvision delivered electronically or physically must be deleted or destroyed after expiry of the licence. creativcollection/ccvision can demand proof of deletion or destruction. The use of the designs created during the term of the licence is also permitted after the expiry of the time limit, provided no changes or additions to the previous design are made.

14. Deviation from the General Terms and Conditions of Business, special agreements, procedure in case of ambiguities

4.1 If the Customer has any individual questions about the legal situation regarding concrete use of the motifs, he is obligated to ask creativcollection/ccvision in writing and to obtain a separate written permission for the specifically intended purpose. If use nevertheless takes place in case of an unclear usage rights situation (even in borderline cases), this is a violation of this licence contract.

4.2 creativcollection/ccvision has the right to block the use of individual illustrations or photos or to replace images with another motifs. After notification of blocking or replacement, the Customer must immediately refrain from further use of the relevant motifs. In addition, the right to withdraw from the contract and a claim for damages of the Customer are excluded in this regard.

4.3 When using the individual image motifs, the Customer must evaluate the respective legal situation himself and ensure that no third-party rights are infringed depending on the type of specific use (e.g. journalistic, commercial or advertising). Any liability arising in this regard shall be the sole responsibility of the Customer.

15. Warranty/exclusion of return

15.1 The works are delivered free of manufacturing and material defects. The Customer must inspect the Contractual Product immediately upon receipt. The Customer must notify creativcollection/ccvision of defects in writing without delay, but at the latest within one week after receipt of the delivery item.

15.2 If operating instructions by creativcollection/ccvision are not followed or if changes are made to the works, claims due to defects in the works are waived. If third parties assert claims, e.g. trademark, design, competition or copyright claims, due to an instruction not being followed and/or due to a faulty application, the liability of creativcollection/ccvision shall be excluded.

15.3 The dimensions of the various vehicle models provided with the vehicle drawings are based on the information offered by the vehicle manufacturers for the respective vehicle model. creativcollection/ccvision does not assume any liability for the correctness and completeness of these dimensions.

15.4 creativcollection/ccvision retains ownership of the delivered Contractual Product until full payment of the purchase price claim.

15.5 In commercial business transactions, the retention of title applies until the full payment of all receivables arising from the entire business relationship. In the case of an ongoing invoice, the reserved ownership is deemed to be a security for the balance claim.

15.6 If a licence is granted to Contractual Products that are sent to the Customer online or are available to the Customer for download after the access data has been sent, a return of the Contractual Product is excluded.

16. Collection, compensation

16.1 In the event of a breach by the Customer of these provisions, creativcollection/ccvision is entitled to prohibit any further use of the supplied works and to retract the supplied works.

16.2 The Customer is obligated to pay for the return shipment of the Contractual Product and to compensate creativcollection/ccvision for the damage resulting from the violation.

17. Deviating regulations with regard to products from other providers - exclusion of liability, rights of third parties

17.1 For all products, the supplier is indicated in the item description. The products not marked with creativcollection/ccvision as providers are offers from other providers. Only the supplier specified for the individual products is responsible for these products.

17.2 If there are third-party rights to the products sold by other providers, creativcollection/ccvision is prepared to block the product for further distribution via creativcollection/ccvision in the event of justified complaints after a report. The report should contain the details regarding the ownership of the rights as well as the name and address of the notifying party.

18. Applicable law, place of jurisdiction, partial invalidity

18.1 The law of the Federal Republic of Germany applies to these Terms and Conditions of Business and the entire legal relationships between creativcollection/ccvision and Customers. The provisions of the UN Convention on Contracts for the International Sale of Goods do not apply.

18.2 The exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is Munich, Germany, unless a legally determined exclusive place of jurisdiction applies. creativcollection/ccvision is, however, also entitled to sue the Customer at his general place of jurisdiction.

18.3 Should a provision in these Terms and Conditions of Business or a provision in the context of other agreements be or become invalid, this shall not affect the validity of all other provisions or agreements.

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