

CONDITIONS OF USE FOR EDILKAMIN IMAGES

These regulations govern the terms and conditions under which EDILKAMIN grants the user the right to use images, illustrations and graphics in general (collectively, the "Images") of which EDILKAMIN is the exclusive owner under copyright legislation.

The use of images by the user requires prior express authorisation in writing by EDILKAMIN. Authorisation is granted by EDILKAMIN solely for the activities of sales and promotion of EDILKAMIN products carried out by the user, with the express exclusion of any other and different use of the images.

The authorisation does not give the user any exclusive rights nor can it in any way be construed as a sale by EDILKAMIN to the user of any further right to the images and in general to any industrial and/or intellectual property rights, whether registered or unregistered, under the ownership of EDILKAMIN.

The user, who undertakes to comply with all the provisions of this regulation, expressly recognises the full and exclusive ownership of images and other distinctive signs by EDILKAMIN and agrees not to contest the validity thereof before any competent authority, including court authorities with local jurisdiction in the various countries.

The user undertakes

- to use the images exclusively with reference to EDILKAMIN products;
- to ensure that the images are appropriately visible;
- to make no changes to the images.

The user undertakes not to register, in person or by proxy, domain names corresponding to the term "EDILKAMIN" alone or in combination with any other terms and/or distinctive signs in general, whether registered or unregistered, under the ownership of EDILKAMIN.

Authorisation is granted solely to the user and is in no way transferable to third parties.

The user undertakes not to use the images in any manner that may cause confusion among the public and/or cause the images to be associated with other distinctive signs, whether registered or unregistered, under the ownership of third parties.

It is also understood that the use of images in combination with other distinctive signs owned by the user must be in any case authorised by EDILKAMIN in accordance with the procedures provided by this regulation.

Without prejudice to the required prior authorisation, the regulation does not prevent images from being used on the user's website as an active item, whereby clicking on the image will direct users to the website www.edilkamin.com ("EDILKAMIN site").

It is forbidden to insert pages or parts of pages of the EDILKAMIN website into pages of the user's site ("framing").

The user's website must not in any case include content that is illegal, defamatory, fraudulent or otherwise damaging to the rights of others, or against the law and/or regulations.

EDILKAMIN in any case declines any responsibility regarding the contents and services offered by the user's website.

EDILKAMIN also reserves the right to change the EDILKAMIN site at any time and at its sole discretion, with no obligation to inform the user.

The user undertakes to indemnify and hold harmless EDILKAMIN in respect of any loss, damages, costs or expenses, including legal assistance, suffered or incurred by EDILKAMIN due to possible questions and actions in relation to the use of the images by the user in a manner not in compliance with this regulation.

The user acknowledges and agrees that, except in cases of intent or gross negligence, EDILKAMIN shall in no event be held liable for any damage that may arise to the user or to third parties as a result of the use or non-use of the images.

Supervision of the proper use of the images will be exercised by the EDILKAMIN image manager, who may at any time:

- ask the user for news and clarifications regarding the use of the images;
- carry out checks at the premises of the user, either directly or through specifically authorised third parties in order to ensure compliance with this regulation by the user.

If, as a result of the supervisory activities referred to above, it is ascertained that the uses of the images do not comply with this regulation, EDILKAMIN may, at its sole discretion, adopt one or more of the following measures:

- invite the user to cease the non-compliant use of the images within a peremptory time limit;
- suspend the authorisation, with immediate effect, until the user ceases to use the images in a manner that does not comply with this regulation;
- permanently revoke the authorisation.

In the event that the User infringes the exclusive rights of EDILKAMIN to the images, or otherwise uses the images in contravention to the methods provided for in this regulation, the user shall be liable to pay EDILKAMIN a penalty of **Euro 1,000.00 (Euro thousand/00)**, notwithstanding and in any case without prejudice to the right of EDILKAMIN to act with the competent judicial authorities to assert its rights to compensation for further damages suffered as a result of the unlawful conduct of the user.

EDILKAMIN reserves the right to revoke the authorisation if the user:

- refuses without justifiable reason to allow the checks to be carried out;
- ceases, for any reason, the business of sale and/or promotion of EDILKAMIN products.

Following the revocation of authorisation for any reason, the user undertakes to immediately cease any use of the images, to return any copies of the images owned by EDILKAMIN in its possession, to remove the images, if any, from its website, and in general, to destroy all materials on which the images are reproduced, giving written confirmation to EDILKAMIN of their removal and/or destruction within seven working days from the date of revocation.

The user undertakes to promptly inform EDILKAMIN of any objection by third parties regarding the use of images, as well as any unauthorised use, also similar and/or partial, of the images by third parties.

It is understood that any and every action connected and/or in relation to what is stated in the previous paragraph shall be the sole prerogative of EDILKAMIN, which may, at its absolute discretion, decide the manner of any action and/or defence and/or legal action.

This regulation is governed and shall be interpreted pursuant to the laws of Italy.

Any disputes arising between the parties in connection with this regulation shall be within the exclusive jurisdiction of the Court of Milan.