

General Terms of Use Regarding Picture Copyrights of the Kjellberg Finsterwalde Group

I. General Provisions

The following General terms of use lay down the provisions for the use of pictures of the Kjellberg Finsterwalde Group with the companies Kjellberg Finsterwalde Plasma und Maschinen GmbH, Kjellberg Finsterwalde Schweißtechnik und Verschleißschutzsysteme GmbH, Kjellberg Finsterwalde Elektroden und Zusatzwerkstoffe GmbH, Kjellberg Finsterwalde Dienstleistungsgesellschaft mbH. The picture material is provided only under the following conditions.

II. Delivery of Picture Material

The picture material made available by Kjellberg Finsterwalde shall only be used for the intended purpose agreed upon. Therefore, the user is obliged to notify Kjellberg Finsterwalde of the intended purpose. By delivering the picture material for the agreed purpose Kjellberg Finsterwalde shall be deemed to have given their consent for the use according to the information provided in the request form.

III. Copyright and Rights of Use

1. The picture material created by Kjellberg Finsterwalde is protected by copyright. The user shall be granted a non-exclusive right of use for the agreed purpose.
2. Any use, exploitation, reproduction, distribution or publication going beyond that provided for in Section III. 1 above requires Kjellberg Finsterwalde's prior written consent. This shall particularly apply to:
 - a. secondary exploitation or publication, particularly in anthologies, product-related brochures, advertising or other types of reprinting,
 - b. any form of editing, modifications or alterations of the picture material,
 - c. unless agreed otherwise, any form of reproduction or use of the picture data on DVD, CD-ROM, CD, disk or other data media,
 - d. any inclusion or display of the picture data on the Internet, Intranet or in online databases or other electronic archives.
3. Any modifications and editing of the picture material, mounting or producing a new copyrighted work are not permitted.
4. The user may not transfer the picture material to any third parties unless such transfer is in the interest of Kjellberg Finsterwalde and their cooperation with the user. The user may not transfer the rights of use or any part thereof granted to him to any third parties.
5. The picture material may not be used in any way to violate any personal rights, to insult anyone or to establish offensive connections.

IV. Liability

If picture material of Kjellberg Finsterwalde is used for purposes other than those agreed upon or if pictures are modified in a way not approved, Kjellberg Finsterwalde may claim removal according to Sec 97 Para 1, Cl. 1, 1st alternative German Copyright Act and seek injunctive relief according to Sec 97 Para 1, Cl. 1, 2nd alternative German Copyright Act and/or assert claims for damages according to Sec 97 Para 1, Cl. 1, 3rd alternative German Copyright Act. Any legal claims going beyond that remain unaffected.

V. Proof of Origin

Any publication of picture material of Kjellberg Finsterwalde requires the indication of the source: „Source: Kjellberg Finsterwalde“.

VI. Final Provisions

1. It shall be deemed as agreed upon that the laws of the Federal Republic of Germany apply, also for deliveries abroad.
2. If one or more provisions of these GENERAL TERMS OF USE are invalid this shall not affect the validity of the remaining provisions. The parties agree to replace the invalid provision by a valid one which comes as close as possible to the economic and legal purpose of the invalid provision.
3. Place of performance and jurisdiction is Finsterwalde.

Finsterwalde, 28 March 2011