

Terms of Use for Images and Text

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By using the data provided to us by W. Söhngen GmbH, Platter Strasse 84, 65232 Taunusstein, we agree to the following Terms of Use.

Preamble

SÖHNGEN® is a medical device manufacturer and is subject to the strict regulations of medical device legislation. Within the scope of this legislation, SÖHNGEN® distributes products and sells them to and/or via users, among other things.

These Terms of Use serve to improve the sales opportunities of SÖHNGEN® via the user in the mutual interests of both parties, with consideration and within the scope of the legal medical product and drug advertising standardization framework and associated conditions.

Section 1 Safety-relevant features of individual products / product groups

The products sold by SÖHNGEN® are medical products or are used in a medical environment. With regard to the individual products and their use, application, storage, transport etc., it is therefore fundamentally to be assumed that special safety-relevant risks and handling instructions are applicable, including the respective data records for the individual products. The user must ensure that the full content of these safety-relevant instructions is passed on. If there is any uncertainty about possible safety relevance in individual cases, the user must consult SÖHNGEN® to clarify the issue and ensure customer safety.

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Section 2 Rights of use for graphics, Product texts and product images

- (1) SÖHNGEN® hereby grants the user with a simple, non-exclusive and geographically unrestricted right to use the graphics (e.g. logos, quality seals) provided, included copyrighted product images (e.g. photos, sketches) and product texts (article texts etc.), for the duration of the item listing and within the scope required for the fulfilment of the contractual purpose. This includes the right to store, reproduce and distribute the graphics, in particular in printed matter and online media - especially in cataloguing, marketing and distribution - for the purposes of promoting sales and within the scope of these Terms of Use.
- (2) The SÖHNGEN® logo, SÖHNGEN® quality seal, SÖHNGEN® product graphics and SÖHNGEN® product texts must only appear and be used in connection with the company, the brand or SÖHNGEN® products. Use within the context of other companies brands and products is not permitted.
- (3) The user is generally not entitled to change graphics, product images and product texts. If this is technically or artistically necessary in order to record content in the respective publication medium, the user is permitted to make changes to the format (in particular the file format and the image and font size), taking the contractual purpose into account and within a reasonable scope. SÖHNGEN® expressly grants no permission to process or alter the material in a way that changes its meaning or content - in particular information, instructions or other pertinent concerns relating to safety.
 - a. The standard color value of the SÖHNGEN® logo and the SÖHNGEN® is 100/0/0/0 CMYK for print and 0/157/224 RGB for digital use. Changes to the color value is only permitted for black and white printing and is limited to 0/0/0/100 CMYK.

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- b. The angle of inclination of the SÖHNGEN® quality seal must not exceed 10° counterclockwise. The angle of inclination or the text orientation of the logo must not be changed.
- (4) The user is permitted to label the product images with the user's logo to preserve the company's own corporate design, provided that this does not put the manufacturer's capacity under medical product law into question.
- (5) The user is entitled to pass on the granted rights of use for reproduction and distribution to third parties. The user must ensure that these third parties make use of this right exclusively for the purpose of promoting the products presented in the material provided. This includes the creation of their own printed sales documents as well as use in online media. Furthermore, the user must ensure that third parties do not pass on their own rights of use to third parties for use.
- (6) No provisions on maximum reproduction numbers (conditions, quantities) have been agreed.
- (7) All contractual graphics, product images and product information remain the sole property of W.Söhngen GmbH.
- (8) The user or third party will not receive any further rights by agreeing to these Terms of Use.
- (9) The user or third party is solely responsible for the compilation of the products, data, images, explanations and warnings as well as their obligations as (co-)author of their own publications. This in particular applies with regard to the correct and non-misleading presentation of the products offered within the meaning of and within the scope of these Terms of Use, which is to be carried out without affecting safety-relevant content.

Section 3 Third-party rights

- (1) SÖHNGEN® may also provide the user with material that may be copyrighted. SÖHNGEN® must be in possession of corresponding rights of use of its own in order to grant use of the material in accordance with these conditions.
- (2) SÖHNGEN® will inform the user without delay and identify the specific material affected in the case of the loss of a right within the meaning of para. 1 (2).

Section 4 Third-party claims

- (1) The user will inform SÖHNGEN® without delay if it is contacted or if claims are made against the user by a third party due to the alleged infringement of copyright or other rights, including any competition claims, in connection with the material provided for use. SÖHNGEN® will check the accuracy of such claims and inform the user about defense arguments.
- (2) If a claim is made against SÖHNGEN® due to infringement of a right which is based on a fault, in particular the unauthorized use of the provided works of the user, or which are the result of processing by the user, the user will indemnify SÖHNGEN® from any required costs and/or damages.
- (3) The transfer of the SÖHNGEN® logo and SÖHNGEN® quality seal to third parties is subject to written approval by W.Söhngen GmbH.

Section 5 General provisions

- (1) The preamble is an integral part of these Terms of Use.
- (2) Amendments and supplements to these Terms of Use must be in writing. This written form requirement also applies to this provision on written form.
- (3) All legal relationships between the contracting parties are exclusively governed by the law of the Federal Republic of Germany, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- (4) The place of jurisdiction is the seat of W.Söhngen GmbH.
- (5) If one or more provisions of these Terms of Use is or becomes wholly or partially invalid, or if the Terms of Use contain a loophole, the Parties will undertake to replace the ineffective or missing provision with a provision which most closely reflects the intended economic result, with reasonable consideration of the legitimate interests of the Parties.

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