Validity: from 01.01.21

General Terms and Conditions for the Use of the EGGER Image and Video Database via EGGER Customer Portal

Our General Terms and Conditions for the Use of the Image and Video database via EGGER customer portal apply to the agreements with companies, public authorities including public separate estate with regard to the Use of the Image and Video database via EGGER customer portal.

Fritz Egger GmbH & Co. OG, with headquarter in Weiberndorf 20, 6380 St. Johann, Tirol, Austria (hereinafter referred to as "EGGER") provides the recipient of the download links (hereinafter referred to as the "User"), with Images and/ or Videos (hereinafter referred to as "Images and/ or Videos"), as files for downloading.

1. Terms of Use

In addition to the download, any form of electronic or printed publication of the Images and/ or Videos or part of them shall also be considered as an Use in the meaning of these General Terms and Conditions. Equally as Use are considered the layout, copy, projection including public replication, reproduction in all currently technically available processes, prints, scans and the saving / storage of the Image and/ or Video material on data storage device or in electronic databases, including if it is only a fragmentary part of the Image and/or of the Video.

The User is granted a free, non-exclusive, non-transferable, temporally and spatially unlimited right of Use of these Images and Videos solely in accordance with the following Terms:

Images and Videos downloaded from the EGGER Image database always remain the property of EGGER.

When using the Images and Videos in any way, "EGGER" must be indicated under the Image and/ or Video on the right, and in the case of Images of decorative products, the EGGER decor number or the respective EGGER decor name must also be indicated (hereinafter referred to as "Mandatory indications").

The Use of the Images and Videos from the EGGER Image and Video database shall be only in accordance with the admissible purpose of Use. The admissible purpose of Use is solely for advertising purposes for EGGER products or products which consist at least partly of products manufactured by EGGER, via print, Internet and social media.

The User of the EGGER Image and Video database agrees to these General Terms and Conditions. Any other Terms and Conditions of the User are hereby expressly rejected.

EGGER is entitled to change these Terms and Conditions at any time by publishing them on the website (subject to alteration).

2. Processing and Editing Prohibition

Any editing, processing or treatment of the Image and Video files, in particular the disfigurement or distortion of the Images and/ or Videos by replicating, re-photographing, photo-composing, electronic aids or in any other way is not permitted (processing and editing prohibition). Furthermore, it is not permitted to Use parts of Images. Images may therefore only be Used in their entirety, unaltered and unedited. Any and all exceptions require a separate written agreement. Parts of Videos might be used, which require the approval of EGGER and is subject to a separate written agreement.

2.1. Protection of Privacy and personal Rights

The Use of any Images and/or Videos in connection with texts that may lead to the vilification or harm the interests of the persons imaged on the Images and/ or Videos is not permitted and makes the User liable for damages. The personal rights of the persons imaged cannot under any circumstances be negatively affected or harmed by the Use of the Image and/ or Video.

2.2. Prohibition of Defamation

The Images and/ or Videos downloaded by the User from the Image and Video database cannot be used in a way which may be suitable to harm or damage the reputation of EGGER.

2.3. Filing (Archival) and Dissemination

The filing (archiving) of the Images and/ or Videos by the User and/or third parties as well as passing of the Images and/ or Videos on to third parties is only permitted for the purposes of EGGER product advertising (Internet, print, social media) and only in accordance with these Terms of Use. If the Images and/or Videos are distributed to third parties, the provisions of these General Terms and Conditions shall also apply to the third party.

2.4. Unauthorized purpose of Use

In case of unauthorized purpose of Use, the right to Use the Image and/ or Video shall be deemed not to have been granted. Unauthorised Use shall be considered when the User uses the downloaded Images and / or Videos for any purposes other than these specified in these Terms of Use.

The User has no right to permanent access to the EGGER customer portal Image and Video database. EGGER is free at any time to temporarily or permanently shut down the server and to change, delete or expand the content stored there. The User must procure the required Internet browser software himself/herself. In order to be able to Use the services of the Image and Video database to the full extent, the User must use the latest (browser) technologies or enable their use (e.g. activation of Java script, cookies, pop-ups). If older versions and technologies are Used, the User may not be able to use the services of the Image and Video database to the full extent. The User shall bear alone the costs incurred by the internet provider and telecommunications fees for downloading Image and or Video material.

2.5. Penalty for Breach of the Terms and Conditions

In the event of any illegal or unauthorised Use of the Images and/or Videos and not in accordance to the above provisions of these General Terms and Conditions, the User agrees to remit a payment of € 3,000.00 (in words: three thousand euros) to EGGER for each individual case within 14 days from the demand as a penalty for breach of Terms and Conditions.

EGGER shall be entitled to claim further damages as well as to cease and desist the Use. Any and all profit accrued by the User through prohibited or unauthorized Use is owed to and must be transferred to EGGER. In this case, the User is obligated to provide EGGER with all applicable invoices for these transactions.

3. Warranty, Indemnification, Liability limitation

Since the right to Use the Image and/or Video is gratuitous, EGGER makes no warranties, expressed or implied regarding the Images and/ or Videos and EGGER specifically disclaims the implied warranties for any quality and the fitness of the Images and/ or Videos for a specific purpose, to the extent permitted by law.

The User is solely liable for damages resulting from the Use of the Images and/or Videos. Any liability of EGGER is disclaimed, unless intent or gross negligence occurred. In this case, liability shall be limited to an amount of EUR 100.00 per damage, to a maximum of EUR 500.00 in total from or in connection with these Terms of Use. The burden of proof that EGGER acted with gross negligence or with intent lies with the User.

The User agrees to save and hold EGGER and its employees harmless from any and all claims, costs, liabilities and responsibilities, including reasonable legal fees, arising out of or in connection with the Use of the Images and/ or Videos. EGGER reserves the right to seek legal assistance of own choice to defend itself against any claim arising out of the Use of the Images and/or Videos. The User is obligated to comprehensively cooperate with EGGER in the defence against such claims.

4. Revocation and Termination

This right of Use can be revoked by EGGER within a period of 6 (six) months without giving reasons.

The right to extraordinary termination remains unaffected. Reasons for an extraordinary termination can be, in particular but not limited to a violation of the mandatory indications, infamation and harming of the brand or the reputation of EGGER through the Use of the Images and/or Videos.

5. Applicable Law, Jurisdiction, Partial Nullity

Should any provision of these General Terms and Conditions be or become invalid, this shall not affect the validity of the remaining provisions. Amendments to these Terms and Conditions require the written form to be legally effective. This also applies to the amendment or cancellation of this written form requirement.

For all disputes arising from the Use of the EGGER customer portal Image and Video database, the applicability of the Law of Austria is expressly agreed.

Place of performance and exclusive place of jurisdiction is the headquarter of EGGER.