

Terms of Use

G.A.P. in Action Posters (hereinafter: "Terms of Use")

1 Scope

These Terms of Use apply exclusively to the provision of posters in connection with the project "G.A.P. in Action" (hereinafter "Posters") by GLOBALG.A.P. c/o FoodPLUS GmbH (hereinafter: "GLOBALG.A.P.") Any terms of the customer shall not become part of the contract unless confirmed by GLOBALG.A.P. in writing.

The Posters may be provided to all persons, companies and organizations involved in the agricultural, aquacultural or livestock production at farm level and which act in exercise of their trade, business or profession (hereinafter: "User").

2 Provision of Posters

Upon request, GLOBALG.A.P. will send, at its sole discretion, the Posters directly to the User or provide the User with a download link to the Posters provided that the User has accepted these Terms of Use. The Posters will be provided as PDF-files only.

Notwithstanding the above, GLOBALG.A.P. reserves the right not to provide the Posters to Users in case of technical problems, if the Posters are to be updated, if GLOBALG.A.P. has reasonable doubts whether the User has infringed these Terms of Use in the past.

3 Renumeration

The provision of the Posters is free of charge.

4 Liability

GLOBALG.A.P. shall be liable for the full extent of damage in the event of intentional conduct ("Vorsatz") or gross negligence ("grobe Fahrlässigkeit"), in the case of culpable injury to life, body and health and under the German Product Liability Act ("Produkthaftungsgesetz"). In the case of culpable breach of essential contractual obligations, i.e. principal obligations which enable the proper execution of the contract and upon which the User therefore relies and may rely, GLOBALG.A.P. assumes liability on the merits; in such case GLOBALG.A.P.'s liability shall be limited to damage which is typical for the contract and which can be reasonably foreseen. This limitation of liability shall apply as in favor of GLOBALG.A.P.'s statutory representatives, executives ("leitende Angestellte") and vicarious agents ("Erfüllungsgehilfen").

5 Rights to Use Training Material / GLOBALG.A.P. Trademark

All Posters provided by GLOBALG.A.P. are protected by copyright. Subject to these Terms of Use, GLOBALG.A.P. hereby grants to the User the non-exclusive, non-sublicensable, non-assignable, non-transferable, revocable and royalty-free right to download and to use the Posters provided by GLOBALG.A.P. solely for the purpose of the User's own information and the purpose of promoting the implementation of Good Agricultural Practices at farm level. The User is entitled to use the Posters solely in electronic or in printed form as follows:

- User may print the posters in 72 dpi at minimum and in size DIN A4, using the printer settings in color and highest resolution.
- Users who are GLOBALG.A.P. Licensed Farm Assurers may additionally print the posters in 300 dpi at minimum size DIN A1, using the printer settings in color and highest resolution.

The Posters may not be altered without GLOBALG.A.P.'s explicit prior written consent. Notwithstanding the above, Users who are GLOBALG.A.P. licensed Farm Assures shall have the right to copy and distribute printed Posters free of charge solely to their clients active in the field of agricultural, aquacultural and livestock production at farm level and to other Users. Apart from that, the Posters may not be copied and/or distributed to third parties without GLOBALG.A.P.'s explicit prior written consent, except for copies and distribution to the User's own agricultural, aquacultural or livestock production or reaching area.

Furthermore, the User shall not, at any time, use the Posters in a manner which could suggest to third parties that the User is the creator of the Posters, an affiliated company of GLOBALG.A.P. or linked to GLOBALG.A.P. via a joint venture. In particular, the User is not entitled to remove or alter the company name, logo, copyright or proprietary notice of GLOBALG.A.P. as shown on the Posters. The User may use the GLOBALG.A.P. brand or other protected marks of GLOBALG.A.P. (hereinafter "GLOBALG.A.P. Trademarks") with GLOBALG.A.P.'s explicit prior written consent only. The User acknowledges GLOBALG.A.P.'s exclusive rights and ownership in the Posters and the GLOBALG.A.P. Trademarks and that they are unique and original to GLOBALG.A.P. The User shall not, at any time, dispute or contest, directly or indirectly, GLOBALG.A.P.'s exclusive right and title to the Posters or the GLOBALG.A.P. Trademarks or the validity thereof.

6 Indemnification

The User shall indemnify, defend, and hold GLOBALG.A.P. harmless from and against any and all costs, liabilities, claims, and expenses (including reasonable attorneys' fees) arising out of a breach of these Terms of Use.

7 Revocation of Rights

GLOBALG.A.P. may revoke the rights granted under Sect. 5 of these Terms of Use at any time if, in its reasonable discretion, the User has infringed one of the provisions under these Terms of Use, or if the User's use of the Posters and/or the GLOBALG.A.P. Trademarks is inappropriate or reflects in an undesirable manner on GLOBALG.A.P.

In case of a revocation of rights, the User is obliged to stop any use in regard to the Posters and/or the GLOBALG.A.P. Trademarks immediately upon the receipt of a revocation notice by GLOBALG.A.P. and to delete and destroy any existing Posters.

8 Applicable Law, Jurisdiction

These Terms of Use are subject to German law. If the User is a merchant, a legal person under public law or has no general venue in Germany, the courts of Cologne, Germany shall have exclusive jurisdiction for any and all disputes with regard to the contract with the User and these Terms of Use including their applicability and validity.