



EICHHOLTZ B.V. RESELLER TERMS

1. APPLICABILITY OF THESE TERMS

- 1.1 These terms (Terms) are applicable to all agreements between Eichholtz B.V. (Eichholtz) and a customer (Reseller) whereby the Reseller purchases products from Eichholtz (EICHHOLTZ-products).
- 1.2 The Reseller undertakes that all third parties involved with the resale of EICHHOLTZ-products comply with (mutatis mutandis) these Terms.
- 1.3 The Reseller undertakes to agree with its professional customers of EICHHOLTZ-products that these Terms (mutatis mutandis) are applicable to their agreement and that these customers will agree that same with their professional customers and so on.

2. PRESENTATION

- 2.1 The Reseller offers EICHHOLTZ-products and images thereof only in a (digital or physical) environment that does justice to the quality, style and exclusive image of Eichholtz.
- 2.2 The Reseller shall not stimulate the sale of EICHHOLTZ-products in a manner that may damage the image or reputation of Eichholtz.
- 2.3 No low prices or discounts for EICHHOLTZ-products are promoted through aberrant expressions (such as brightly colored advertising notices).

3. USE OF TRADEMARKS

- 3.1 The brand name EICHHOLTZ and the EICHHOLTZlogo are internationally protected trademarks of Eichholtz (EICHHOLTZ-trademarks).
- 3.2 The Reseller will refrain from using the EICHHOLTZtrademarks in a way that may be harmful to the distinctive character or the reputation of these trademarks.
- 3.3 The Reseller may display the EICHHOLTZ-trademarks in sales promotion of EICHHOLTZ-products and in an overview of the brands that are offered for sale by him.
- 3.4 In advertisement, EICHHOLTZ-trademarks may only be used in combination with 'dealer' or 'point of sale'. The proportion of display of the EICHHOLTZ-trademarks must be in accordance with good customs in the market.
- 3.5 The Reseller is not allowed to use the brand name EICHHOLTZ as (a part of) an AdWord.

4. USE OF IMAGES

- 4.1 Eichholtz owns the copyrights in the product photos (Product Photos) and photos with style impressions (Style Impressions) that are used by Eichholtz in its promotional material and on its website.
- 4.2 The Reseller shall only use in his promotional materials Product Photos of products that he has in stock at that time. Product photos of products that are no longer offered by Eichholtz for more than one season may not be used.

- 4.3 Eichholtz produces seasonal collections of Style Impressions. On its website and per print edition, the Reseller may display only Style Impressions from one such collection and up to five Style Impressions simultaneously.
- 4.4 If the Reseller wants to use Product or Style Impressions in another way than is permitted in these Terms, he may only do so upon written permission by Eichholtz.

5. WEBSITE RESELLER

- 5.1 The extent to which the EICHHOLTZ-trademarks and EICHHOLTZ-products are presented on the website(s) of the Reseller (Website) must be proportional to the current business volume of EICHHOLTZ-products.
- 5.2 Under no circumstances may the use of EICHHOLTZtrademarks, Product Photos, Style Impressions and other expressions referring to Eichholtz create confusion on the part of visitors of the Website regarding the identity of the Website, this to sole discretion of Eichholtz.
- 5.3 The identity of the Reseller must always be clearly visible on its Website, in order to avoid all confusion regarding the identity of the owner of the Website.
- 5.4 Landing pages must in terms of style be made in accordance with the common layout used by the Reseller.
- 5.5 It is not allowed to let an internet user browse to a page on the Website by using the EICHHOLTZ-trademarks, when on this web page the sale of non-Eichholtz products is (also) promoted.
- 5.6 Deep links to the website of Eichholtz are allowed. Framed links to the website of Eichholtz are allowed, unless Eichholtz explicitly notifies to the dealer that it does not agree to this use. "Home" buttons may only lead to the home page of the Website.
- 5.7 It is not permitted to use the name Eichholtz in a domain name. Using a specific subpage named 'Eichholtz' is only permitted upon written consent from Eichholtz.

6. REMEDIES

- 6.1 A Reseller is not permitted to sell or to offer EICHHOLTZ-products as long as he is acting in violation of these Terms.
- 6.2 Eichholtz has the right not to supply a Reseller when he is acting in breach of these Terms.
- 6.3 The Reseller acknowledges competence of the Dutch courts for all claims (direct or indirect) associated with (the subject of) these Terms.

7. ADAPTATIONS TO THESE TERMS

- 7.1 Eichholtz reserves the right to amend these Terms.
- 7.2 In selling and promoting EICHHOLTZ-products, the Reseller is bound to the most recent version of the Terms, as soon as he becomes aware of the fact that the Terms have been amended.