

ADDITION TO THE TERMS OF ETHERMA FOR THE PRODUCTION OF THE LAVA® DESIGN YOUR LAVA® LINE.

As part of the production of a LAVA® DYL infrared heater (Design Your LAVA®), ETHERMA uses third-party images, graphics, sketches, etc. (hereinafter "subject") exclusively on behalf of the respective buyer.

- 1) The buyer allows ETHERMA the one-time production of a LAVA® infrared heater:
 - a. The further exploitation of the infrared heater or the use of the licensed subject is the responsibility of the buyer.
 - b. The examination of the image and publication rights is the responsibility of the buyer. ETHERMA will not be held responsible in the event of unauthorized copying and acts exclusively on behalf of the buyer.
 - c. By placing the order the buyer accepts full liability for any unauthorized access to external image rights authorized by him or his employees. The buyer undertakes to take over all subsequent costs in such a case.
- 2) The purchaser allows ETHERMA to advertise the subject in advertising or an architectural photograph with the commissioned LAVA® DYL:
 - a. ETHERMA is granted the right to use the used subject for advertising marketing. However, the motifs may only be used for advertising material (Internet site, catalog, product catalog, reference sheets, brochures, PR photos, etc.) by ETHERMA, without restriction in quantity and time.
 - b. The supplied subject remains the property of the buyer. It will be ETHERMA exclusively for the stated purpose
 - i. the production of the LAVA® DYL infrared heater
 - ii. for the marketing of LAVA® DYL infrared heating.
 - c. The use of the images for advertising purposes is free of charge for ETHERMA.
 - d. A revocation of the advertising-technical use requires a written agreement of the buyer / owner of the image rights and does not apply to already produced printed advertising materials such as catalogs, product catalogs, reference sheets, brochures, image photos for PR and the like.
 - e. ETHERMA is not permitted to reproduce the LAVA® DYL infrared heater with the submitted subject.
- 3) Basically all subjects are treated like originals. Images may only be used in whole or in part. The image statement may not be falsified, such as by color alienation or geometric processes, e.g. Torsion, stretching, compression and deformation.
- 4) Liability
 - a. ETHERMA accepts no liability of any kind that may arise from the use, use or download of the images / digital image data. ETHERMA assumes no liability for the suitability of the image for the production of a LAVA® DYL infrared heater. Incidentally, liability is limited to intent and gross negligence.
 - b. The buyer is obliged to exempt ETHERMA from any claims of third parties arising from the use of the subjects.
- 5) Other

Should one of the provisions of this agreement be invalid, the validity of the remaining provisions shall remain unaffected. The ineffective provision shall be replaced by another which is effective and which comes closest to the ineffective condition within the legally permissible scope.

6) For disputes

Through direct processing with ETHERMA Elektrowärme GmbH, all orders for a LAVA® DYL infrared heater are subject to Austrian law. Jurisdiction for all disputes is Neumarkt am Wallersee.

Henndorf on, 25.07.2018