

## **Kustom Kit Marketing Assets Terms and Conditions of Use**

Assets is defined so as to include all images, videos (including product videos) photographs (including both lifestyle shots and flat shots), logos, logo usage guides, artwork, fabric colour references, product specification sheets, flyers and digital brochures. All Assets are subject to the following terms and conditions.

### **General Terms and Conditions**

1. All proprietary rights, including copyrights, in the Assets are licensed to Charterhouse Holdings plc ("Charterhouse") or are owned by Charterhouse who hereby grant you a limited, non-exclusive right to use the Assets in accordance with these terms and conditions.
2. The Assets can only be used in connection with and to represent Kustom Kit products from 1 December 2021 until 31 December 2023. The Assets replace any previously available assets and any permission to use the Assets from previous years is withdrawn.
3. The Assets can be used in connection with both business-to-business (i.e. trade) and business-to-consumer marketing activities. This includes printed and digital communications such as brochures, flyers, PR, websites, email and social media. Use for any form of other advertising, signage, point-of-sale, window graphics, billboards and vehicle wraps is not permitted.
4. The Assets must be used in their original form and cannot be changed or modified without the prior written consent of Charterhouse.
5. Permitted use of Assets is valid until the 31st of December 2023. Any use of Assets after this date will be an infringement of usage rights.
6. Use of Assets to represent or designate a product from another manufacturer is prohibited.
7. The misuse of Assets in such a way that might harm the image of the Kustom Kit brand or its products is prohibited.
8. Official distributors may offer the Assets for individual customer use provided that it is done so in accordance with these terms and conditions and that the individual using the Assets has agreed to be bound by these terms and conditions.
9. Charterhouse Holdings PLC reserves the right to amend or terminate these conditions at any time.
10. You agree to indemnify and hold harmless Charterhouse and any related parties from and against any third-party claims, losses, damages, awards and liabilities, including, without limitation, reasonable lawyer fees and related costs, regardless of the form of action or claim that

arises out of or is in connection to the Assets. You further agree to defend against claims of misappropriation, infringement, and invalid licensing of the Assets provided that you have received prompt notice of the action in writing. This indemnity will survive the termination of this Agreement.

11. The Assets are provided "as is" without representation, warranty or condition of any kind, either express or implied, including, but not limited to the implied representations, warranties or conditions of merchantability or fitness for a particular purpose. In no event shall Charterhouse be liable for any incidental, indirect, punitive, special exemplary, or consequential damages whatsoever (including damages for loss of profits, interruption, loss of business information, or any other pecuniary loss) in connection with any claim, loss, damage, action, suit or other proceeding arising under or out of these terms and conditions, including your use of, reliance upon, access to, or exploitation of the Assets, or any part thereof, or any rights granted to you hereunder, infringement of intellectual property rights or otherwise.
12. These terms and conditions shall be governed by and construed and interpreted in accordance with English Law and the parties submit to the exclusive jurisdiction of the English Courts.
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