

DOWNLOAD AGREEMENT

READ THIS! This is a legal agreement between Sum-Plast and you, the Recipient. Sum-Plast welcomes you, our wholesale customer, to download images of our products for use in your marketing of our products subject to the following terms and conditions (Your downloading of Materials, including images, from this site constitutes your acceptance of the terms and conditions. If you do not agree to these terms and conditions, you are not authorized to access, download, or use images or other intellectual property on this site):

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, you and Sum-Plast agree as follows:

1. You may review these materials only (a) as a reference to assist you in planning and designing your promotional Materials for the purpose of selling our products as described in these materials; and (b) to provide feedback to Sum-Plast regarding our products. All other rights are retained by Sum-Plast; this agreement does not give you rights under any Sum-Plast patents. You may not (i) duplicate any part of these materials, (ii) remove this agreement or any notices from these materials, or (iii) give any part of these materials, or assign or otherwise provide your rights under this agreement, to anyone else.

2. These materials may contain preliminary information or inaccuracies, and may not correctly represent any associated Sum-Plast product as commercially released. All Materials are provided entirely as “as is.” To the extent permitted by law, Sum-Plast makes no warranty of any kind, disclaims all expressed, implied, and statutory warranties, and assumes no liability to you for

any damages of any type in connection with these Materials or any intellectual property in them. All Sum-Plast materials are copyright protected and the intellectual property associated with them belongs solely to Sum-Plast. 3.

All images are the property of Sum-Plast and cannot be used to promote or sell any product, service, or technology other than those belonging to Sum-Plast.

4. All software utilized on this site is the property of Sum-Plast or its software providers. The content of this site may be used only as a resource. Any other use, including the reproduction, modification, distribution, transmission, republication, display, or performance of the content other than for purposes of the sale of Sum-Plast products is strictly prohibited.

5. Subject to the terms and conditions hereof, Sum-Plast hereby grants you a non-exclusive, non-transferable, non-sublicensable, worldwide right and license to use the images of Sum-Plast products.

6. You must ensure that Sum-Plast trademarks are neither diluted nor infringed. Your use of any images or materials from this site must be displayed with Sum-Plast trademarks and is conditioned on your adherence to the following rules:

- A. Always use the proper trademark symbol in superscript or subscript. If superscripts and subscripts are unavailable, use parentheses: (TM) or (R).
- B. Do not misspell, abbreviate, or pluralize a Trademark.
- C. Do not adapt, alter, or modify in any way the Sum-Plast logo (Trademarks).

- D. Do not use the Trademarks in a manner that is likely to dilute, defame, disparage, or harm the reputation of Sum-Plast, its products, partners, vendors, customers, employees, or affiliates.
- E. Do not display the Trademark on any site that disparages Sum-Plast or its products or services, infringes any Sum-Plast intellectual property or other rights, or violates any state, federal, or international law.
- F. Do not alter, modify, or distort Sum-Plast images, including colors.
- G. You may add a logo, slogan, additional text, graphics, or a tag line to Sum-Plast images as long as all the terms and conditions in this agreement are honored.
- H. Do not sell Sum-Plast images as stand-alone art, individually or in a collection (electronically, in hard copy form or any other medium or format, no exceptions).
- I. Sum-Plast images may not be transferred, duplicated, or sold to or for a third party. You may not authorize any third party to use the images for any purpose.
- J. Do not attempt to register Sum-Plast images legally (Example: Copyright, trademark, registration mark, service mark, etc.) in whole or in part.

Sum-Plast will not be liable for indirect, special or consequential damages, or any loss of revenue, profits or data, arising in connection with the download and/or use of its images.

Sum-Plast reserves the right to require you to resize, move, or remove the Trademarks for any reason whatsoever.

All rights not expressly granted herein are reserved by Sum-Plast. Sum-Plast reserves the right to revise these Terms and Conditions from time to time, without notice. If you have any questions, or if this agreement is not clear in any way, please contact us and we will be happy to assist you. Thank you.

Sum-Plast
Eugeniusz Solski
Ul. Miedziana 15
40-321 Katowice
Poland
Tel: + 48 (32) 259-9303
e-mail: sumplastpl@hotmail.com