Agreement

On the date of this contract,

|  |  |
| --- | --- |
|  | **Beirholms Væverier A/S**  Nordager 20  DK-6000 Kolding  Business reg. no. 36 80 51 10  (hereinafter referred to as ”*BV*”) |
| and |  |
|  | **[Party 2]**  [Address]  [Postal code + town]  Business reg. no. [insert]  (hereinafter referred to as ”*XX*”) |

have entered into an agreement specifying the terms and conditions for XX’s use of BV’s photographs which are sent to XX in jpeg files or accessed through Beirholm’s Digital Warehouse (hereinafter referred to as the ”*Photos*”):

1. BV is the owner of all exclusive rights in the Photos, including but not limited to copyrights.
2. XX acknowledges BV’s exclusive rights in the Photos and simultaneously accepts that XX is not entitled to use the Photos in any other manner than as explicitly agreed upon by BV and XX.
3. By this Agreement, XX is granted the right to use the Photos of products purchased from Beirholm in the most recent 1,5 years, free of charge for XX’s marketing of BV’s textile products at XX’s website under the domain name www.domainname.com and in catalogues and brochures published by XX for sale of BV’s textile products.

1. XX’s right under clauses 3 and 4 is granted subject to the condition that every time XX uses the Photos, it is stated that „© 20xx Beirholms Væverier A/S“.
2. XX acknowledges and accepts that XX is not entitled to edit, change, add, retouch, rework and/or process the Photos, including the format of the Photos, unless it is explicitly agreed with BV. Notwithstanding the foregoing, XX is entitled to cut the Photos proportionally if such cutting is necessary in order for XX to be able to publish, make available, show, present and/or disseminate the Photos when marketing BV's textile products.
3. XX guarantees that XX will use the Photos in a manner that is not prejudicial to BV's reputation.
4. XX is not entitled to assign or transfer any rights and obligations under this Agreement to third party without BV’s explicit consent.
5. In the event of any dispute between BV and XX regarding one or more rights and/or obligations under this Agreement which cannot be settled amicably, BV and XX agree that such dispute is to be settled by the Court in Kolding.

By affixing their signatures to this contract, each of the signers declares that they are entitled to sign this Agreement, including the rights and obligations contained herein, either on behalf of Beirholms Væverier A/S or on behalf of XX.

Date: Date:

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Name: Name:

Beirholms Væverier A/S XX