

Disclaimer

AGREEMENT FOR USE OF MATERIALS CONTAINED IN THE INTERNATIONAL PAINT LIMITED "MEDIA CENTRE"

1. In this agreement we, International Paint Limited ("International"), set out the terms and conditions for your use of materials displayed in the "Media Centre" on our website at www.yachtpaint.com only ("the Materials").
2. We grant you permission to use the Materials on the conditions set out in this Agreement for the promotion of sales of International's products for the following purposes and for no other purpose.
3. Except as provided above you shall not use the Materials or our name or any of our trademarks or other intellectual property for any purpose, and shall not hold yourself out as being associated with International in any way whatsoever.
4. You shall ensure that the presentation of the Materials on any website or elsewhere is not construed as an offer to sell by us and shall ensure that the same is made clear to your customers. You shall indemnify us and hold us harmless against any obligation, claim or loss arising from any contract with us allegedly or actually formed online or otherwise as a result of your use of the Material.
5. We may at any time require you to stop using the Materials. If we do so you shall immediately stop using the Materials and remove the Materials from your website or other advertising material or from anywhere else where they are used. In the event that it is not reasonably practicable to remove the Materials we may require that you notify all recipients of any materials including the Materials that they were used without our consent or that our consent has been withdrawn
6. You shall use the Materials only in such a way as to promote International's name and reputation. You shall not use the Materials in any way that may be detrimental to International's name and/or trademarks.
7. The Materials shall only be used in the form in which they are provided and shall not be altered or added to in any way.
8. You shall not use the Materials so as to imply any recommendation by International of any products or services
9. We do not grant any rights to you in respect of any of our intellectual property.
10. This Agreement shall be governed by and construed in accordance with English law and any dispute arising out of or in connection with it shall be subject to the exclusive jurisdiction of the English courts (subject to any rights of consumers to be sued in the courts of their own domicile) save that we may take action in any jurisdiction to restrain or prevent any infringement of our intellectual property rights.