

FLORIM CERAMICHE S.P.A.

Regulations for the authorised use of Florim Ceramiche S.p.A. industrial and intellectual property rights

Art. 1 - Scope and aims

1. - These Regulations govern the authorised use of the industrial and intellectual rights which are the sole property of Florim Ceramiche S.p.A., and in particular its corporate brand, other brands and designations and corporate and other images, including audio/visual materials.

Art. 2 - Definitions and description

1. For the purposes of the interpretation and implementation of these Regulations, the following definitions apply:
"Corporate Brand": the Florim Ceramiche S.p.A. brand, consisting of the name "florim" in block capitals, with the letter "l" placed at an angle with its 2 arms tapered at the ends, partially superimposed on a blank rectangular block

- "Brands": the proprietary brands of Florim Ceramiche S.p.A., in their various graphic and designation forms, registered and/or de facto, ("Florim", "Floor Gres", "Rex Ceramiche Artistiche", "Cerim", "Casa dolce casa", "Casamood", "CEDIT", "FLORIM stone" and "Florim USA"), and the designations "Florim Magnum Oversize", "F4A – Florim 4Architect" and "Made in Florim", for example (but not restricted to) as found at the following links – www.florim.it; www.casadolcecasa.com, www.casamood.com; www.ceditceramiche.it; www.cerim.it; www.floorgres.it; www.rex-cerart.it; www.florimstone.com; www.florimusa.com - protected under the respective legislations also through specific national and international registrations, and in accordance with the Paris Convention for the Protection of Industrial Property.

- "Corporate Images": the images of the building at Fiorano Modenese, Via Canaletto, 24 where the company has its registered office and its interior and exterior areas; images of the buildings in Mordano (Imola), Strada statale 610 Selice, 1 and in Clarksville TN (USA), 300 International Boulevard, where the company has production plants; and the images of the Flagship Stores owned by the company in Milan, New York and Moscow, all additionally protected by copyright law, in accordance with the specific provisions of the various national legislations and the Berne Convention for the Protection of Literary and Artistic Works, as implemented in the respective legislations.

- "Non-corporate Images": all graphic, photographic or audiovisual representations of products, designs, projects and renderings over which Florim Ceramiche S.p.A. holds ownership rights and/or exclusive rights of use, also in accordance with copyright law, under the specific provisions of the various national legislations and the Berne Convention for the Protection of Literary and Artistic Works, as implemented in the respective legislations.

- "Designations": the company name "Florim" and "Florim Ceramiche" and the names, titles and definitions attributed to products, designs and projects over which Florim Ceramiche S.p.A. holds ownership rights and/or exclusive rights of use.

- "Industrial and intellectual property rights": for the purposes of these Regulations, jointly and severally, the "Corporate Brand", the "Brands", the "Corporate Images" the "Non-corporate images" and the "Designations", as defined above.

Art.3 - Exclusive use

1. - Florim Ceramiche S.p.A. holds the exclusive right to the use and exploitation of the industrial and intellectual property rights defined and described in article 2, and reserves the right to authorise their non-exclusive, temporary use on the conditions set forth in these Regulations.

Art. 4 - Third-party use

1. - Use of the industrial and intellectual property rights by third parties is subject to the specific written consent of Florim Ceramiche S.p.A. and shall be governed by the conditions regarding duration and use set out in the relative written deed of authorisation.

2. - Licences for use shall only be granted further to submission of a formal written application, sent using the specific form to be requested from the company, stating the applicant's personal details, company name and area of business, the reason for the request and a description of the event for which the use of the rights is requested, and subsequent approval of the application by Florim Ceramiche S.p.A.

3. - Permission for use of the rights granted by Florim Ceramiche S.p.A. shall always be limited solely to the specific event or project mentioned in the application and only for the corresponding period of time, shall not confer any exclusive rights on the authorised party and shall not allow the transfer of the rights of use to third parties in any form or way, directly or indirectly.

4. - Permission for use of the industrial and intellectual property rights shall always be granted on the condition that it does not cause any damage to the good name and/or image and/or dignity and/or reputation of Florim Ceramiche S.p.A.
5. - Graphic, photographic and audiovisual images covered by the permission for use shall only be reproduced and distributed through the publication of material traceable to the applicant; prior to their publication and/or distribution by the procedures specified in the authorisation, they shall always be authorised by Florim Ceramiche S.p.A. in writing in advance and shall not be modified, except with regard to their dimensions for specific use requirements.
6. - When reproducing the Corporate Brand and the Brand(s), confusion and/or association with other brands, names, logos, addresses, domain names and/or third-party intellectual or industrial property rights must always be avoided.
7. - If the authorisation is granted for use in websites and on social media, in addition to the rules in the previous points, the dealer shall also comply with the following conditions: I) the Corporate and Non-corporate Images (including audio/visual films) shall highlight the function of the hypertext link to the pages of origin, since the publication of images/videos without the link of reference to the Florim Ceramiche S.p.A. web/social media sites is forbidden; II) the photographic images used on the web and social media must carry the clear, easily visible wording "Courtesy of Florim", together with the © symbol followed by the name "Florim Ceramiche S.p.A."
8. - If the authorisation is requested for advertisements, Florim Ceramiche S.p.A. shall first consider the advisability of use of the image in relation to the characteristics of the publication (distribution, readership, print run, etc...) and in all cases granting of permission shall be conditional: I) on the complete, correct compilation of the specific application form; II) on the correct inclusion of the logo of the company or brand concerned; III) on approval of the graphic layout of the mock-up by the marketing department.
9. - If the authorisation is requested for the reproduction of Florim proprietary videos, it is specified that: I) videos may not be modified in any way: any modifications, additions or reductions must be authorised by Florim Ceramiche S.p.A. in advance; II) applicants are specifically prohibited from using videos on mass media such as the Internet and social media, except for those already present on the Florim proprietary web channels; III) videos on the Florim proprietary web channels must be correctly linked to the pages of origin: publication of videos without links to the Florim Ceramiche S.p.A. web/social media sites is specifically prohibited.
10. - Florim Ceramiche S.p.A. is entitled to verify the correct use of the industrial and intellectual property rights at any time, and to revoke the authorisation in the event that it considers, at its own absolute discretion, that the provisions of these Regulations, the Code of Ethics or the authorisation have been violated.
11. - No authorisation application shall be valid unless it contains the applicant's specific declaration that it has viewed and accepted these Regulations and the company's Code of Ethics.

Art. 5 - Liabilities

1. - Any liability of a civil, penal or fiscal nature arising from use of the Corporate Brand, Brands, Corporate and Non-Corporate Images, Designations and any other right covered by the authorisation is for the sole account of the authorised party, which shall relieve Florim Ceramiche S.p.A. from and compensate it for any damaging consequences.

Art. 6 - Applicable law and legal jurisdiction

1. - For the purposes of the interpretation and implementation of these Regulations and the deed of authorisation for use envisaged by art. 4, Italian law shall apply.
2. - Any disputes concerning the interpretation and execution of these Regulations shall be submitted to the sole jurisdiction of the Milan Law Court.
3. - Any disputes concerning the validity, execution and termination of the deed of authorisation for use envisaged under art. 4 of these Regulations shall be submitted to the sole jurisdiction of the Milan Law Court.

Art. 7 - Publication

These Regulations and the Code of Ethics are published on the www.florim.it website.