

# Native Spirit Image Terms and Conditions



native  spirit

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# NATIVE SPIRIT SPECIAL TERMS AND CONDITIONS

These special terms and conditions apply only to the sale of NATIVE SPIRIT products.

## 1. INTRODUCTION

1.1 The NATIVE SPIRIT brand presents its product offer with GOTS (Global Organic Textile Standard), GRS (Global recycled Standard), RCS, RCS Blended (Recycled Content Standard), OCS 100, OCS Blended (Organic Content Standard) and OEKOTEX certification. However, these products will no longer be deemed certified after transformation if the customers themselves are not certified by the relevant bodies. From this point, only certified customers Will be authorized to use certification logos on their site and their various communications materials. Native Spirit will not be held responsible in the event of a dispute between the customer and the certifying bodies.

## 2. INTELLECTUAL PROPERTY

2.1 The visual identity, principally the name and logo, are the property of Native Spirit and thus protected by intellectual property law (trademark law, design law, copyright, etc.). Under no circumstances may these images be edited or distorted.

2.2 Every year, Native Spirit creates and produces a series of items and visuals with models, in a studio or setting, for the exclusive purposes of promoting the products sold under the «Native Spirit» label.

2.3 The Native Spirit visuals mentioned in article 2.2, available for download from the Pencarrie site in the «marketing tools» space or in the Native Spirit photo library, may only be used by customers to promote and sell the products sold under the Native Spirit label to their professional customers.

Their other customers, namely those who use the products under their own name and which are not therefore sold as «Native Spirit» products, may not use the model visuals. For this type of communication, Native Spirit provide «packshot» and «flatshot» visuals, i.e. 3D or flat product photos without models. This type of visual may be used for marking simulations or to promote the products under a label other than Native Spirit. Native Spirit reserves the right to withdraw these authorisations at any time.

2.4 In any event, the images/visuals belong to their creators and are subject to copyright and image rights for a period of one year. Under no circumstances may these images be edited in any manner. Furthermore, these visuals are available to Pencarrie customers for the sole purpose of promoting Native Spirit. Pencarrie customers are responsible for creating and producing visuals with the Native Spirit products that reflect their own brand identity. Neither Native Spirit nor Pencarrie will be held responsible in the event of negative visuals (racist, abusive, defamatory or pornographic, whatever their form) produced by the customer. This Image Charter applies to any use, distribution or publication of Native Spirit's graphic elements (photos, logos, guides, videos, etc.) by a customer.

**2.5** Native Spirit does not authorise Google charged search engine optimisation, or equivalent, under its name.

In the event of non-compliance, Pencarrie and Native Spirit will take the necessary actions against those in question, which may result in the withdrawal of the right to sell the brand.