



c/ Provença, 388 Planta 7 • 08025 • Barcelona, Spain
T + 34 93 467 4999 F + 34 93 487 7393
www.peli.com

Trademark & Copyright Policy

(European Union, Norway, Iceland, Liechtenstein, the United Kingdom and Switzerland)

In order to maintain its strong brand identity, Peli Products, S.L.U. (“Peli”) has adopted this policy detailing how its trademarks and copyrights should and should not be used. By adhering to this policy, the Peli brand will be strengthened and protected.

1. For purposes of this policy, the following definitions apply:
 - a. “End User” refers to a purchaser of the Peli products who is the ultimate user of the products and who does not intend to resell them to any third party. A purchaser that incorporates Peli products into a wider solution for which the products are a component shall be treated as an “End User” for these purposes.
 - b. “Peli Trademark” means any trademark, service mark, logo, trade dress or other source identifier that is owned by Peli.
 - c. “Platform” means any website, mobile application, social media service, or online or digital service that provides or links to a virtual, online, digital or mobile marketplace, “storefront”, auction process, commercial transaction or sales opportunity (e.g., consignment), or otherwise provides a means to make an offer for sale, regardless of whether the owner or operator of the service also operates physical or brick-and-mortar wholesale or retail establishments.
 - d. “Reseller” means any person or entity other than Peli that sells Peli products through the Peli Selective Distribution System as a member reseller.
2. Any Reseller who offers for sale and sells Peli products must at all times be in full compliance with this policy.
3. Resellers shall employ best efforts to portray Peli and Peli products in a positive light in any product listing using or displaying a Peli Trademark.
4. Resellers shall not offer for sale or sell any Peli products that are bundled or modified with non-Peli products without prior written approval from Peli.



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- a. This restriction does not prohibit Resellers from offering for sale or selling product(s) separate and apart from Peli products and stating that such products are “compatible with” or “designed for” a specific Peli product, if that statement is accurate, truthful and not misleading or deceptive. When making such a compatibility statement, Resellers shall:
 - i. Identify the Reseller’s or Third Party’s trademark first in all listing or product titles or headings, followed by “compatible with” or other similar wording, and the name of the applicable Peli product (e.g., “BRAND Foam, compatible with Peli™ Cases”); and
 - ii. Avoid use of the Peli Trademark in a conspicuous or eye-catching manner, such as in a larger size than other text, all capital letters, or placement in a prominent position; and
 - iii. Use proper trademark notices and attribution as described in this policy as well as at <https://www.Peli.com/eu/en/about/terms-and-conditions/>.
5. Resellers shall not use any Peli Trademark, in whole or in part, in any business entity names, fictitious business names, trading names, “doing business as” (dba) names or other name on or in connection with, or otherwise to identify, a Platform or a page, account, website or web page within a Platform.
6. Resellers shall not use any Peli Trademark in any URL, email address, domain name, digital account name, or social media handle, and shall not register, renew or maintain, directly or indirectly, domain name(s) or social media handle(s) containing any Peli Trademark absent the express written consent of Peli. Each Reseller understands and acknowledges that its use of a Peli Trademark as described above inures solely to the benefit of Peli and does not create any proprietary rights on behalf of the Reseller in such Peli Trademark.
7. Resellers may use a Peli Trademark in plain text (e.g., PELI™ or STORM CASE™) to refer accurately to the relevant Peli product. Resellers shall not use any Peli Trademark in stylized letters or logo form, nor shall Resellers use Peli’s distinctive yellow and red color scheme or trade dress. Resellers shall not use a Peli Trademark more conspicuously or prominently than the Reseller uses its own name, trademarks or branding.



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8. Resellers shall not use any Peli Trademark, or modified version of a Peli Trademark, as the icon associated with a website displayed in the Internet browser's address bar (e.g., as a "favicon") or as a profile picture for a page, account, website or web page within a Platform.
9. Resellers shall always include a generic term (e.g., "case," "light," "product line," or "brand") immediately after the Peli Trademark in text. Example of use compliant with this policy are: "Peli™ brand cases" and "Storm Case™ product line."
10. Resellers shall not modify a Peli Trademark in any manner. By way of example only, without limitation, Resellers shall always:
 - a. Spell each mark exactly as shown on the Peli Trademark List (<http://www.peli.com/eu/en/about/terms-and-conditions/#trademarks>);
 - b. Refrain from inserting or omitting hyphens, commas, or other punctuation; and
 - c. Refrain from making a Peli Trademark plural (e.g., "Storm Cases") or possessive ("Peli's").
11. Resellers shall always use an appropriate trademark notice symbol at least once per page in any instance where a Peli Trademark appears (e.g., websites, printed materials, packaging, advertising, etc.). Trademark notice is recommended at the first or most prominent appearance of the mark on each page.
12. All marketing and promotional materials related to Peli products should contain the following trademark attribution sentence:

"All trademarks are registered and/or unregistered trademarks of Peli Products, S.L.U., its parent, subsidiaries and/or affiliates."

When used on a website, this attribution sentence should appear at the bottom of each page, such as below the copyright notice on the website.
13. A list of Peli trademarks and logos can be found at <http://www.peli.com/eu/en/about/terms-and-conditions/#trademarks>.



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14. Resellers shall not copy, distribute or display photographs or other marketing materials from Peli's website or other advertising or promotional materials without Peli's consent.
15. Peli reserves the right to amend this policy, in its sole and absolute discretion, from time to time upon written notice. In addition, Peli may make limited or one-time exceptions, in its sole and absolute discretion, to one or more of the requirements set forth in this policy. Any exception to this policy requires the express, written authorization from Peli and is subject to revocation at Peli's sole discretion without prior notice. Any such exception shall not be construed as a waiver of such requirements for the future or for any other or all Resellers, generally.
16. Notwithstanding any other provisions herein, Peli reserves the right to take any action it deems appropriate, in its sole and absolute discretion, to enforce this policy, depending upon the circumstances of the violation, up to and including: (a) requiring a Reseller to cease using Peli Trademarks in any respect, including without limitation in domain name(s), social media handles or on product pages, (b) requiring a Reseller to transfer domain name(s) or social media handles containing a Peli Trademark to Peli; and (c) termination of the Reseller's ability to purchase Peli products.