

# Terms of Use / Graphics Release Form

for CAIRE Inc. Marketing Materials/Drawings



Name

Email

Signature

Title

Company

Date

## Purpose of Use:

### Materials File Format(s):

#### Graphic Format:

High-Resolution (.TIFF)  
Compressed Image (.JPEG)  
Web Image with Transparency (.PNG)  
Vector (.EPS / .AI)

#### AirSep ONLY -- Drawing Format:

Adobe Acrobat (.PDF)  
AutoCAD (2D) (.DWG)  
3D Step File (.STP)

## Description/Comments:

### CAIRE Material(s) Requested (check products)



### Oxygen Concentrators:

Companion 5™  
Eclipse 5®  
FreeStyle® Comfort®  
NewLife® Intensity  
SAROS™  
SureFlow™  
VisionAire™

### Liquid Oxygen (LOX):

HELiOS™ Portables  
HELiOS™ Reservoirs  
Hi Flow Stroller®  
Liberator®  
Spirit™  
Sprint™  
Stroller®

### AirSep Material(s) Requested (list products and part numbers)



AirSep logo

**By checking this box, I agree to the Terms of Use attached hereto.**

Please note that in order to receive any material(s), you must agree to the conditions on the attached release form. No files will be sent without a completed form.

Please submit via button or email completed form back to [marketing@caireinc.com](mailto:marketing@caireinc.com).

# Terms of Use / Graphics Release Form

for CAIRE Inc. Marketing Materials/Drawings



This License Agreement (“License”) shall be in effect as of the date entered on Page 1, and is provided only for the images, logos, text, graphics, film, drawings, audio or audio-visual works (“Materials”) and only for the Purpose described above, subject to the Terms of Use set forth below.

1. User understands and agrees CAIRE (or its affiliates) owns all right, title and interest in and to the Materials, including derivative works. Under no circumstances shall User, as a result of this License, obtain any ownership interest or other right, title or interest in or to any intellectual property rights or Materials of CAIRE or its affiliates, whether by implication, estoppel or otherwise.
2. CAIRE hereby grants User and User accepts, a non-exclusive, revocable, non-transferable, non-sublicenseable, royalty free license to use, reproduce, display, transmit and distribute Materials in the Publication solely for the Purpose. User may permit end-users to access and use Materials solely for the end-users’ own personal, non-commercial consumption, and not for further reproduction, display, transmission or distribution. For additional information on approved logo, color, and brand usage, User should reference CAIRE’s External Brand Guidelines (MR-CORP0010), available at <http://files.caireinc.com/CutSheets-Lit/MR-CORP0010.pdf>.
3. User may combine Materials with other images, text, graphics, film, audio, drawings, or audio-visual works for the Purpose; provided, however, that in such case User shall present CAIRE a final draft of the Publication and obtain CAIRE’s express prior written consent before any use, reproduction, display, transmission or distribution of Materials in combination with other images, text, graphics, film, audio, drawings, or audio-visual works. Notwithstanding the foregoing, User may modify non-perceivable aspects of Materials solely as necessary for formatting and layout purposes, provided such modifications do not: (i) alter the creative, editorial or other perceivable aspects of any Material; or (ii) introduce coding that tracks or facilitates tracking of end users’ online behavior. User shall not edit, alter, modify, combine with other content or create derivative works of Materials other than as expressly permitted under this License.
4. User shall use, display, or reproduce Materials only in a form and manner, and with such legends or legal notices as CAIRE prescribes from time to time. CAIRE presently requests and User agrees to include in the Publication the attribution, “© 202\_(year) CAIRE Inc. All Rights Reserved.” User shall not use or otherwise make Materials available other than as expressly permitted under this License. User shall not: (i) use Materials in any manner in connection with products that are not CAIRE products; (ii) use, display, publish, distribute, reproduce or adapt Materials for any purpose other than the Purpose; (iii) permit others to publish, distribute or adapt the Materials; (iv) except as provided herein, create derivative works of Materials; (v) include statements in the Publication or Related Media that might reasonably be considered to contradict information in the Materials or applicable CAIRE product technical manuals, literature or website. User shall not permit Materials to be, or appear to be, reproduced, displayed or distributed on, as part of or in connection with any third-party website or online area (including mobile) other than the Publication and those websites, mobile sites, mobile applications, RSS feeds, e-mail newsletters and other content delivery media owned, operated and controlled by the User (“Related Media”), whether by framing, in-line linking, appearing in a new window or otherwise. Any use of Materials on any third-party website, mobile site, application or other media, other than the Publication and Related Media as expressly provided herein, requires a separate written agreement between CAIRE and User, and CAIRE has no obligation to enter into any such agreement.
5. USER ACCEPTS “AS IS” THE MATERIAL AND ANYTHING ELSE PROVIDED OR MADE AVAILABLE TO USER IN CONNECTION WITH THIS LICENSE, WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. CAIRE MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHETHER EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY INTELLECTUAL PROPERTY OR OTHER PROPRIETARY RIGHTS OF ANY THIRD PARTY.

# Terms of Use / Graphics Release Form

for CAIRE Inc. Marketing Materials/Drawings



6. User understands and acknowledges that this License is personal and may not be assigned or sublicensed without CAIRE's prior written consent. This License is the entire agreement between CAIRE and User with respect to the subject matter hereof and supersedes and replaces all previous negotiations (regardless if written or oral), commitments, or writings with respect thereto, and may not be modified or amended except by a writing duly signed by the authorized representatives of each of Party. Nothing contained in this License shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have any authority to contract for or bind the other Party in any manner whatsoever. Nothing in this License is intended to alter the CAIRE Terms & Conditions of Sale in effect at the time of User's purchase of products from CAIRE (if any). In the event there is a direct conflict between this License and such Terms, this License will prevail only with respect to the license received pursuant to this License. This License is governed by, and construed in accordance with, the internal laws of the State of Georgia without giving effect to any choice or conflict of law provisions or rule that would require or permit application of the laws of any jurisdiction other than those of the State of Georgia. Each Party agrees that the electronic signatures, whether digital or encrypted, of the Parties included in this License are intended to authenticate this writing and to have the same force and effect as manual signatures.
7. This License shall terminate automatically upon the first to occur of (i) a breach or termination of this License by either Party, or (ii) at any time, by either Party, effective immediately upon delivery of a written notice of termination to the other Party. Upon termination of this License, User shall immediately and permanently discontinue all use of Materials.

CAIRE Inc.  
2200 Airport Industrial Dr., Ste. 500  
Ball Ground, GA 30107 USA  
[www.caireinc.com](http://www.caireinc.com)