



Image Library Agreement

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The following terms and conditions (the "Terms & Conditions") govern your use of the Library and form a legal agreement (the "Agreement") between ACP, Inc and you, your company, and/or your employer, as the case may be (collectively referred to herein as "You" or "Your").

You are required to read this Agreement and accept all of its Terms & Conditions before You may access and download any Images from the Library. By agreeing, You confirm that You have read all of the Terms & Conditions and that You will abide by them and be bound by this Agreement.

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ACP, Inc. hereby grants You a limited, personal, non-transferable, non-exclusive, non-sublicensable right to use the Images under the terms of this Agreement. Should You violate the terms of this Agreement, Your license will be deemed automatically revoked.

2. Changes to the Terms & Conditions

The Terms & Conditions were last updated on January 1, 2012.

ACP, Inc. reserves the right to change the Terms & Conditions at any time without prior notice. Your continued access or use of the Library and/or the Images after such changes indicates Your acceptance of the revised Terms & Conditions. It is Your responsibility to review the Terms & Conditions regularly.

3. Copyright



The Images are and will remain the exclusive property and copyright of All Classic Parts, Inc. National copyright laws, international treaty provisions and other applicable laws protect the Images. All rights not expressly granted are reserved.

4. Authorized Use of Images

The Images may only be used in association with the direct promotion of ACP, Inc. and its products. The Images may be used in any print, online, film, video, broadcast or multi-media product for promotional, advertising or editorial use, provided such uses do not allow for the reproduction or re-distribution of the Images. All use of the Images and all marketing and advertising materials which You may create using the Images must comply with any and all other terms and provisions set out in any agreements between You and ACP, Inc. concerning the creation of such materials and/or with any procedures or guidelines as may be established from time to time by ACP, Inc. including all rights of approval by ACP, Inc. as set out therein.

5. Unauthorized Use of Images

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The Images may not be used in any electronic template or application, including without limitation, in any website design, without prior approval from ACP.

There may be certain restrictions pertaining to a particular Image included in the Library and You must strictly adhere to any such particular restrictions.

6. Copyright Notice and Credit Line

You agree to provide copyright notices as may be prescribed in the Library for the Images.

7. Disposal of the Images

Following the production of the promotional materials, all reproducible copies of the Images remaining in Your possession or under Your control, or under that of any of Your employees, agents, representatives or suppliers must be erased or destroyed to prevent unauthorized use of the Images.

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Any use of the Images in a manner not expressly authorized by this Agreement or in breach of a term or condition of this Agreement constitutes copyright infringement, entitling ACP to exercise all rights and remedies available to it under copyright or other laws. You agree that You shall be responsible for any fees, damages and/or compensation resulting from any such unauthorized use, publication or transmission of any Image and copyright infringement, including any claims by a third party.

9. Termination

The license contained in this Agreement will terminate automatically without notice to You from ACP, Inc. if You fail to comply with any term or condition of this Agreement. Upon termination, You must immediately: (i) stop accessing the Library; (ii) stop using the Images; (iii) destroy or, upon the request of ACP, Inc. return the Images to ACP, Inc.; and (iv) delete or remove the Images from your premises, computer systems and storage, either electronic or physical.

10. Governing Law

You agree that this Agreement shall be governed by the laws of the Los Angeles, California, USA, excluding its conflicts of law rules, and that you will attorn to the exclusive jurisdiction of the federal and provincial courts located in California.

11. Severability

If one or more of the provisions contained in the Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not be affected. Such provisions shall be revised only to the extent necessary to make them enforceable.

12. Waiver

No action of ACP, Inc., other than express written waiver, may be construed as a waiver of any provision of this Agreement. A delay on the part of ACP, Inc. in the exercise of its rights or remedies will not operate as a waiver of such rights or remedies, and a single or partial exercise by ACP, Inc. of any such rights or remedies will not preclude other or further exercise of that right or remedy. A waiver of a right or remedy by ACP, Inc. on any one occasion will not be construed as a bar to or waiver of rights or remedies on any other occasion.

13. Advertising and ACP Logo Usage

All Authorized Dealers agree to place the ACP Logo near our products in all online and print material. In turn, Dealers will benefit from our ACP nation-wide Brand Campaign and be listed on our website's Dealer Locator. Also, our online and print material may include your Dealer information that will help to direct more customer traffic to our supporting Dealers.



14. Image Disclaimer

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I have read and understand the policies and terms set forth by All Classic Parts, Inc. I am the owner or authorized agent of the company listed below and I agree to these policies and terms:

Authorized Signature

Print Name

Title

Company Name

Date

I would like to request:

- Online Access to Web Ready Images
- High Resolution Image DVD for Print

PLEASE SIGN AND RETURN TO ACP:

FAX: (626) 968-2252

EMAIL: acp@acpdealer.com