REHAU Lead Pro B2C

Terms and Conditions for the Use of the REHAU End-Customer Window Configurator

Preliminary Note

The REHAU End-Customer Window Configurator is a web-based tool that enables end customers to configure windows, doors and front doors themselves online and to send an enquiry to a REHAU customer. REHAU operates this tool and enables customers to integrate the Window Configurator into their website.

The following agreement sets out the parties' mutual rights and obligations regarding the provision and use of the Window Configurator.

I. Subject matter of the contract

The subject matter of the contract is the provision and transfer of the REHAU End-Customer Window Configurator to the customer (partner) for integration into the customer's website and for the generation of end-customer enquiries (leads).

II. Provision and integration of the window configurator

(1) REHAU provides the Window Configurator as a web application and grants the Customer the right to integrate the Window Configurator into the Customer's website via the link provided by REHAU. The integration must be carried out in such a way that the Window Configurator is displayed in a separate window or browser tab. Integration without display in a separate window or browser tab (for example, via frames or similar techniques) is also permitted.

(2) REHAU reserves the right to extend or restrict the scope of functions at any time. The Customer has no right to retain the scope of services existing at the time of conclusion of the contract. REHAU is entitled to modify the window configurator at any time, in particular to adapt it to technological progress. Should the Customer incur costs due to changes to the window configurator, for example due to the need to adapt the Customer's website, these costs shall be borne by the Customer.

(3) REHAU shall provide the customer with the data required to use the window configurator (link, access details) after the contract has been concluded.

(4) The customer shall integrate the window configurator into their website at their own expense.

(5) REHAU is not obliged to adapt the window configurator to the customer's requirements.

III. Availability, Support

(1) REHAU endeavours to ensure largely uninterrupted operation of the window configurator and to keep downtime due to maintenance or technical faults to a minimum. REHAU does not guarantee availability.

(2) To obtain support regarding the use of the window configurator, the customer may contact REHAU during normal business hours by email (email address: enquiries@rehau.com or windowconfigurator-support@rehau.com). REHAU will endeavour to respond to enquiries promptly in the normal course of business. No binding response or recovery times have been agreed. This support is limited to simple enquiries. There is no entitlement to support. In particular, in the case of complex technical enquiries regarding implementation, REHAU may refer customers to external service providers subject to a fee.

IV. Transfer to third parties, access data

(1) The provision of the window configurator on the customer's website for use by end customers is permitted. Any further transfer of the window configurator to third parties requires the express consent of REHAU.

(2) The customer is obliged to keep access data safe and to prevent any use of the access data by third parties.

V. Content, changes, liability, publisher

(1) REHAU provides a standard data set in the window configurator (e.g. product groups, images and descriptions for window and door systems, explanations regarding safety, sound insulation and thermal insulation). REHAU is responsible for this standard data set provided by REHAU. During the term of this contract, the customer is granted a non-exclusive right of use to this data, which is limited to the purpose of making the Window Configurator available for use by end customers via a link from the Partner's website. Any further use of the data is prohibited. REHAU is entitled at any time to modify the data set available to the customer.

(2) Provided that the Window Configurator is operated by the Customer without any modification, REHAU shall be deemed the publisher of the Window Configurator.

(3) Insofar as REHAU grants the customer the option to alter or supplement the design and/or the data set contained in the window configurator, the customer is responsible for the

content they have uploaded or modified. The customer fully indemnifies REHAU against any claims by third parties arising from the content uploaded or modified by the customer. REHAU is entitled at any time to delete the content uploaded or modified by the customer. REHAU is entitled at any time to terminate the contract and delete the customer account if the uploaded or modified content could damage REHAU's image or contravene REHAU's business interests.

(4) If the customer makes use of any option provided by REHAU to modify the data set and/or the design of the window configurator, the customer shall be deemed the publisher of the window configurator and must also be named as the publisher in the legal notice of the window configurator embedded within the customer's website. In this case, REHAU is regarded solely as an application service provider, but not as the publisher of the internet application adapted by the customer. Furthermore, the following applies in this case: The REHAU logo may not be used. In the relationship between the customer and REHAU, REHAU remains responsible for the content provided by REHAU.

VI. Reproduction of the software, modifications

The customer may not reproduce the internet application and may only modify it in accordance with § 5.

VII. Remuneration, prices

(1) REHAU is entitled to amend the price list. If a partner is not prepared to accept these amendments, they may terminate their participation without notice within four weeks of the amendment.

(2) Unless otherwise specified in the price list, payments are due monthly on the last working day of the month. During the period of participation in the platform, all payments due from a Partner shall be debited via REHAU or automatically via a payment service provider freely chosen by REHAU.

(3) REHAU is entitled to suspend or terminate participation should a Partner be in arrears with their payments.

VIII. Term of the Agreement

(1) The contract comes into force upon the customer's acceptance of this agreement and is concluded for an indefinite period.

(2) The contract may be terminated by either party with 10 days' notice to the end of the month. The contract shall terminate automatically upon termination of the business relationship with REHAU.

(3) The right to terminate for cause remains unaffected.

(4) The notice of termination must be given in writing (Section 126b of the German Civil Code (BGB)).

IX. Termination

(1) REHAU and the relevant partner are entitled to terminate participation with one month's notice to the end of the month (e.g. notice of termination received by REHAU on 10 April 2023, participation ending on 31 May 2023). Services will be provided by REHAU until the end of participation.

(2) The parties' right to terminate participation for good cause remains unaffected.

(3) Termination of participation shall not affect the rights, remedies and obligations of either party arising as at the date of termination or expiry, nor shall it affect provisions that have been expressly designated as continuing in force or that implicitly survive the termination or expiry of participation.

(4) REHAU shall inform the Partner of the reasons for termination via a durable medium (e.g. by email).

X. Warranty

(1) All results generated by the window configurator must be checked by the customer for accuracy and, if necessary, verified in consultation with the end customer.

(2) REHAU accepts no liability for the availability or accessibility of the Window Configurator at all times. However, REHAU shall endeavour to keep any downtime to a minimum. If the Window Configurator is offline for more than one week in a month, the Customer shall have a special right of termination; however, before exercising this right, the Customer must inform REHAU of the outage in writing.

(3) Furthermore, REHAU is not responsible for the customer's data or for the faultless functioning of the window configurator within the customer's and end customers' system environments.

XI. Liability

(1) To the extent permitted by law, REHAU's liability under this contract is exhaustively regulated herein. REHAU's liability, regardless of the legal basis, is excluded (i) in cases of simple negligence on the part of REHAU's executive bodies, legal representatives, employees or other vicarious agents, or (ii) in cases of gross negligence on the part of non-executive employees or other vicarious agents of REHAU, provided that such negligence does not

constitute a breach of material contractual obligations. Essential to the contract are those obligations which the contract imposes on REHAU by virtue of its content and purpose, or the fulfilment of which is essential for the proper performance of the contract in the first place, and on the observance of which the customer regularly relies and is entitled to rely. REHAU shall not be liable for events of force majeure.

(2) Insofar as REHAU is liable for damages in accordance with paragraph 1, such liability shall be limited to damages which REHAU must have foreseen at the time of conclusion of the contract as a possible consequence of a breach of contract, taking into account the circumstances known to REHAU at the time of conclusion of the contract or which REHAU should have known had it exercised the care customary in the trade. Indirect and consequential damages are excluded. Under no circumstances shall compensation extend to loss of profits, damages resulting from business interruptions, or damage to the customer's reputation.

(3) In total, REHAU's liability under this contract is limited to EUR 10,000.00.

(4) The limitations set out in paragraphs 1) to 3) shall not apply to liability arising from wilful misconduct, guaranteed characteristics, injury to life, limb or health, or under the Product Liability Act.

XII. Legal relationship with the end customer

(1) The Partner is solely responsible for its legal relationship with the relevant end consumer to whom a qualified lead relates.

(2) The Partner warrants that the personal data provided to them by REHAU will, unless otherwise agreed with the customer and provided with corresponding information, be used exclusively in the manner defined in the privacy policy. If an offer is not prepared for the end customer, the Partner shall delete the data insofar as it is no longer required for the purpose for which it was collected, but no later than 2 years after collection. The Partner is responsible for the timeframes following the preparation of the quotation.

Personal data within the meaning of Article 4(1) of the GDPR (in particular surname, first name and similar identifying characteristics) will be anonymised by REHAU no later than two years after the date of collection, provided that there is no legal obligation to retain such data. The end user is entitled to request the early anonymisation of their personal data at any time. In this case, anonymisation shall take place without delay, but no later than within the time limits prescribed by law. The Partner shall provide the data subject with all necessary information and fulfil their rights to access information.

The technical and organisational measures for data protection at the Partner's premises are appropriate to meet all data protection requirements and to protect the rights of data subjects, taking into account the state of the art, the costs of implementation, and the nature, scope, context and purposes of the processing, as well as the varying likelihood and severity of the risks to the rights and freedoms of natural persons associated with the processing.

(3) The Partner is responsible, in particular, for compliance with applicable law. Furthermore, the Partner is obliged to make its own terms and conditions available to the end customer.

(4) REHAU accepts no liability towards end users nor in respect of the obligations of end users towards the partners.

XIII. Data Protection

Provisions and agreements regarding data protection are set out in the General Terms and Conditions for Leads and Platform.

XIV. Final provisions

(1) Any additions or amendments to this contract must be in writing to be valid. Any agreement to deviate from the written form must also be in writing.

(2) The law of England and Wales shall apply. Hereford is agreed as the exclusive place of jurisdiction, insofar as permitted by law.

(3) Should any provision of this contract be or become invalid, this shall not affect the validity of the remaining provisions. The contracting parties shall replace the invalid provision with one that comes as close as possible to the economic purpose of the invalid provision. This shall also apply in the event of a gap in the contract.