

General Terms of Use of the Lead Programme of GEALAN Fenster-Systeme GmbH

§ 1 Basic provisions

(1) These General Terms of Use apply between GEALAN Fenster - Systeme GmbH, Hofer Straße 80, 95145 Oberkotzau, Federal Republic of Germany (hereinafter referred to as "GEALAN") and companies that wish to participate in the GEALAN lead programme (hereinafter referred to as "Lead Generators").

(2) GEALAN's offer to participate in the Lead Programme is aimed exclusively at natural or legal persons or partnerships with legal capacity with private customer business, insofar as the conclusion of the transaction takes place in the exercise of their commercial or independent professional activity (entrepreneurs) and insofar as these are not final consumers and insofar as they either produce window/door elements and thereby process GEALAN products in focus or are dealers who distribute GEALAN products to private customers. The conclusion of a contract with consumers is expressly excluded.

(3) By submitting the complete application form, the Lead Generator applies to participate in the Lead Programme and thus to pass on the data of private customers who are interested in GEALAN products. By submitting the application form, the Lead Generator confirms that they have read GEALAN's data protection notices and will act in accordance with them.

(4) Acceptance of the application to participate in the Lead Programme is at the sole discretion of GEALAN. Acceptance or rejection of the application shall be communicated electronically to the Lead Generator by e-mail or other means.

(5) Upon acceptance of the application by GEALAN, a legally binding "agreement" between the Leader and GEALAN is concluded on the basis of this General Terms of Use of the Lead Programme (including the Data Processing Agreement(s)).

(6) This agreement shall prevail over all general terms and conditions used by the Lead Partner, whether or not GEALAN has agreed to these.

(7) The contract language is German. The text of the agreement is retained by GEALAN for a limited period only. The Lead Generator may use the print function in their browser to print out or electronically store the text of the agreement.

§ 2 Object of the contract

(1) The object of the agreement is to pass on data from private customers (hereinafter referred to as “**customers**”) who are interested in GEALAN products and have completed an application form (hereinafter referred to as “**lead**“) on the GEALAN website at the domain “gealan.de”, or contact GEALAN by telephone or e-mail in order to be contacted by a Lead Generator.

(2) If a lead is submitted by a customer, this lead is made available to a maximum of three different Lead Generators. The first Lead Generator to claim this lead via the GEALAN software can continue to process this lead.

§ 3 Obligations of the Lead Generator

(1) The following criteria are the minimum requirement for Lead Generators:

a) **Window manufacturers** must be based in the country of the respective national programme, hold the GQZ (GEALAN Quality Certificate) at the time of application or submit this six months after application, and provide truthful information about the specified data (product portfolio, website, showroom, etc.);

b) **Dealers** must be based in the country of the respective national programme, obtain GEALAN window and door units from a window manufacturer with GQZ (GEALAN Quality Certificate), have a proven track record of completed assembly training or submit a report six months after application, and verifiably repeat these every two years and submit truthful information about the specified data (product portfolio, website, showroom, etc.).

GEALAN reserves the right to unilaterally adjust or change these criteria at any time.

(2) When assigning a lead, the Lead Generator must contact the customer within the usual time schedules defined in the Lead Programme and offer GEALAN products.

(3) The Lead Generator undertakes to design its websites on which GEALAN products are offered in accordance with the applicable legal regulations, with particular reference to consumer regulations.

(4) The Lead Generator is obliged to generate regular data backups and to employ state of the art IT security precautions.

§ 4 Term of contract and termination

(1) The agreement between the Lead Generator and GEALAN begins with the conclusion of the contract in accordance with § 1 of these General Terms of Use and is concluded for an indefinite period. The contract may be terminated by either party at any time. The termination may be effected in text form or by the unilateral exclusion of the Lead Generator from the Lead Programme without any requirement for GEALAN to make an express declaration of such action.

(2) The right to extraordinary termination for cause remains unaffected.

(3) If the contract is terminated, the Lead Generator must delete all leads provided to GEALAN within seven days.

§ 5 Liability

(1) GEALAN is fully liable for damages arising from injury to life, body or health, in all cases of intent and gross negligence, in case of fraudulent concealment of a defect, in case of acceptance of the guarantee for the quality of goods, in case of damages in accordance with the Product Liability Act, in case of damage caused by default, and in all other cases regulated by law.

(2) As far as essential contractual obligations (cardinal obligations) are concerned, GEALAN's liability in the event of slight negligence is limited to the foreseeable damage typical of the contract. Essential contractual obligations (cardinal obligations) are essential obligations arising from the nature of the agreement, the breach of which would jeopardise the attainment of the purpose of the contract, as well as obligations which the agreement imposes on GEALAN according to their content in order to attain the purpose of the contract, the fulfilment of which makes the proper implementation of the agreement possible in the first place and on whose observance the agreement partner may regularly rely.

(3) In the event that non-essential contractual obligations are violated, GEALAN shall not be liable for slightly negligent breaches of obligations.

(4) Insofar as liability for damages towards the Lead Generator is excluded or limited, this also applies with regard to personal liability for damages of staff, employees, personnel, representatives and other vicarious agents of the Lead Generator.

§ 6 Place of performance and jurisdiction

(1) German law applies.

(2) The GELEAN head office is the place of performance for all services arising from business relations with the Lead Generator and the place of jurisdiction, insofar as the Lead Generator is not a consumer but a merchant, a legal entity under public law or a special fund under public law. The same shall apply if the Lead Generator does not have a general place of jurisdiction in Germany or the EU, or if the domicile or habitual residence is not known at the time the action is brought. The authority to also bring proceedings before the court in another legal place of jurisdiction remains unaffected.

(3) The provisions of the UN Sales Convention are expressly excluded.