

Finstral Composer.

Clear, time-saving, structured.

Description

- Finstral Composer is a cloud-based ordering software for Finstral products.
- This fully integrated software solution gives you secure control over the preparation of offers and orders.
- Offer entries are based upon design logic and thus clearly structured.
- Each offer is presented according to the planner principle and structured so it can be understood by your end customers.

Application/use

- Always.

Target Group

Who is it for?



- New build/conversion
- Refurbishment/replacement
- Conservatory
- Architects
- Institutional clients

Customer Journey

What is it for?



- Perception
- Information
- Advice/purchase
- Recommendation/repurchase

Implementation

What will it cost?



- Wow actions
- Extra actions
- Everyday actions



The benefits of Finstral Composer.

Bespoke entry of offers and orders.



Easy-to-use offer and job processing

Guidance is given on entering offers and orders, which can be safely mastered after a short introduction. Technically incomplete entries are not possible as, in addition to articles such as fittings or profiles, extensive rules for technical testing have been stored in the master data. There is also a number of useful aids to make entries faster to process, such as the default values and accessory articles appearing directly in the entry area.

A web-based, free solution

Access is via a Citrix client or directly via your web browser. You can retrieve any data, such as previously entered offers and orders, from anywhere. As it is a web-based solution, you as a dealer partner do not need to have to carry out extensive upkeep or maintenance work. Finstral Composer is moreover available free of charge.

A professional appearance with the Finstral offer

Finstral Composer allows you to create offers quickly and easily and present them in a professional Finstral layout according to planner logic, with your individual letterhead if also desired. The detailed structuring provides a number of competitive advantages for sales.

Designed by Finstral specialists and users

This high-performance tool was developed by internal specialists together with the market leader for software in the flat-glass industry and for window and door manufacturing. Particular users of the program were closely involved in its development, with their individual requirements taken into account.

Efficient ordering from Finstral

A job or an order is automatically transferred to an export folder after its export and can thus be forwarded directly to Finstral. The way in which the ordered products are displayed is adapted to the job confirmation so that the two documents can be examined quickly and easily.

Can be used individually for each partner

If desired, you can also create your own installation services and articles and manage your own customer base.

Extensive design options

You can design your windows or entry doors flexibly and precisely, then obtain a realistic preview. All product details as well as current price lists are always stored.





Important information for start-up.

Just a few steps to starting up Finstral Composer.

Licence agreement "Finstral Composer" client code _____

Licence agreement "Finstral Composer" entered into between:

Finstral AG, in the person of its current legal representative, Joachim Obmarch, whose registered office is at 39054 Stein (BZ), Unterinntal, Gasteier Weg 1, with registration, tax and VAT no. 0022260239

hereinafter also the **"Licensor"**

and

in the person of its current legal representative _____

registration, tax and VAT no. _____

hereinafter also the **"Dealer"** or **"Licensee"**

together hereinafter also the **"Parties"**.

Whereas:

- Finstral manufactures window, door and window wall elements as well as conservatories and also sells them as installers;
- The Dealer is a Finstral member;
- Finstral has had a software package developed for the preparing of offers and the processing of the order system as well as of additional services, hereinafter **"software"**;
- the software is made available via a computer network and therefore will not be installed on a local computer (its use will instead be based on the opening of a user account); and also that has been entered into also be passed on unencrypted to the computer network, hereinafter deemed the **"Cloud"**;
- the Dealer is intended to use this software and is prepared to make it available to the Dealer under the terms of this Agreement, to be limited to the period during which the Dealer is a Finstral member.

1. Subject of the Agreement

The Licensor grants the Licensee the locally unrestricted, non-transferable right to use the software in accordance with this Agreement for its own business purposes that are directly related to the latter's business relationship as a Dealer for the Licensor.

2. Scope of services

The Licensor creates the number of user accounts requested by the Licensee and as it deems necessary, hereinafter also the **"User Accounts"**, which it may also remove/delete as necessary or where also it may then block via a program lock.

The Licensee can access the software, including any user documentation, using its own IT systems and data line.

The Licensee is responsible for managing the rights of its user accounts. No transfer of User Accounts without the prior written authorisation of the Licensor is permitted.

The Licensor will also provide the following services:

- one-time virtual introductory training for all users of the Licensee as a group;
- phone and email service by the Licensor's IT department covering the functionality and use of the software, between 8:00 a.m. and 5:00 p.m. and 22:00 a.m. and 8:00 p.m. from Monday to Friday (except for public holidays and during plant shutdowns);
- update service to improve and correct the software, maintenance and updating of Finstral product data.

3. Term of Agreement

This Agreement begins on the date of signature and will run for an unlimited period. Either Party may terminate the Agreement with a three-month advance notice by means of registered letter with acknowledgment of receipt or equivalent.

4. Exclusion of liability

The Licensor is only liable in the event of gross negligence or willful misconduct. The Licensor is not liable for ensuring that the software can be used at any time and/or is accessible via the Cloud, or that the software meets the special requirements of the Licensee and/or works with the latter's other programs.

The Licensor is not liable either for data entered into or output from the software and/or for further use, nor for any consequential damage resulting from the use of the software. This also applies to the processing of all data created by the Licensee (e.g. offer, sales, customer data, database data, user entries, etc.).

The Licensor is responsible for data storage and backup, subject to what is technically possible and reasonable while simultaneously ensuring compliance with the applicable data protection regulations. In any case, the Licensee must also ensure that data entered into the software is kept and secured separately.

In the event of discrepancies between the product versions, prices, delivery conditions or other business-relevant information contained in the software and those communicated by Finstral, including within the meaning of the general terms and conditions, the other information communicated will prevail over the information contained in the software.

Likewise, the Licensor incurs no liability in the event of force majeure or chance act, such as epidemics or pandemics, natural disasters, wars, rebellions and acts of sovereignty or official interventions, without prejudice to the obligation to inform the Licensee in good time of the reasons for such force majeure or chance acts.

5. Confidentiality

The Parties undertake to maintain secrecy over the content of the software and the data entered into the software as well as over the know-how set out in it or readable from it, even after the expiry of this Agreement.

In particular, the Licensee is obliged to maintain secrecy as regards the User Accounts. The Licensee is not entitled to reproduce the software, to connect another data processing system to the software, to transfer or to communicate data in third parties. For every single violation of any condition of this point by the Licensee, the Licensee is entitled to receive a penalty payment of EUR 25,000.00 without prejudice to any further claims for damages.

6. Requirement for a written form

Changes or additions to this Agreement must be made in writing. This will also apply should this written form clause be waived.

7. Applicable law and jurisdiction

This Agreement is governed by Italian law to the exclusion of any reference norms. The competent court for the jurisdiction of Dispute Resolution (Dispute) will have exclusive jurisdiction.

8. Severability clause

Should one or more of the above conditions prove to be in whole or in part ineffective, or become unenforceable, this will not affect the validity of the remaining provisions. The Parties shall instead agree upon a provision to replace the invalid or unenforceable provision that, within the legally possible framework, comes closest to the invalid provision and to the aim that the Parties thereby intended to achieve. The same will apply to any gaps in the Agreement.

Joachim Obmarch

Licensee

for Finstral AG for _____

Appointment of FINSTRAL as processor client code _____

Subject: Appointment as a processor pursuant to art. 28 of Regulation EU 2016/679 (GDPR)

by _____ in the person of _____

its current legal representative _____

with registered office at _____

_____ registration, tax and VAT no. _____

_____ phone _____

E-mail: _____ hereinafter also the **"Dealer Partner"**

In relation to **Finstral AG**, in the person of its current legal representative Joachim Obmarch, with registered office at 39054 Stein (BZ), Unterinntal, Gasteier Weg 1, registration, tax and VAT no. 0022260239, phone +39 0471 296611, certified email flou.finstral@finstral.it, hereinafter also **"Finstral AG"**.

Whereas pursuant to art. 28 of Regulation EU (2016/679), hereinafter also the **"Regulation"**:

1. should data processing be carried out on its behalf, the data controller will rely solely on processors who offer adequate guarantees that the processing meets the technical and organisational requirements of the regulation and safeguards the rights of the data subject;
2. **Finstral AG** confirms that it offers an adequate guarantee of the technical and organisational measures to ensure that the processing of the data entrusted to it will meet the requirements of the Regulation and guarantee the rights of the data subject to the protection and security of the data being processed;
3. it is in the interests of the **Dealer Partner** to grant access to the data both to **Finstral AG** and to those persons authorised to process it insofar as this relates to perform the tasks assigned to them.

In consideration of the above, the Dealer Partner with this document,

APPOINTS

Finstral AG, in the person of its legal representative, with registered office at Unterinntal/Stein (BZ), Gasteier Weg 1, who is to sign this document and thus accepts the obligations described therein, as the processor pursuant to art. 28 ff. of Regulation EU (2016/679) relating to personal data arising from and necessitated by the execution of the **"Finstral Composer"** software licence agreement, concluded with the Dealer Partner on _____ (hereinafter also the **"Agreement"**).

1. Object and duration of data processing:

The data controller assigns to the processor, who accepts, the task of carrying out the data processing on its behalf as necessary for the correct execution of the Agreement. Unless otherwise stated in this letter of appointment, the duration of the processing will correspond to the term of the Agreement.

X. to comply with the data controller's instructions as to what to do with the personal data processed;

XI. to provide the data controller with all information necessary to prove compliance with the obligations stipulated in art. 35 of the Regulation, as well as with any other obligations stipulated by data protection provisions, and to enable the data controller to exercise its powers of control as provided for by the Regulation so as to check whether the processor is fulfilling the obligations arising from its appointment and the data protection provisions;

XII. under the Agreement, to process only those categories of personal data for the data controller that are necessary for the fulfilment of the Agreement.

4. Obligations of the data controller

With the appointment of the processor, the Dealer Partner hereby undertakes in all cases to observe the following regulations and release **Finstral AG** from any liability in connection with any disregard of the following regulations:

- The access data for authentication and access to the Finstral Composer software consists of a user name and a password. The user name is individual (assigned to each specific user), while the password is confidential and must be freely changeable by the user;
- disclosure of individual passwords to other users is not permitted;
- to access the software, the authentication data of the user who wishes to enter an offer proposal must always be entered;
- the passwords for the access data must be technically set so that they meet the following minimum requirements:
 1. minimum length of 8 characters;
 2. storage of the last 3 passwords used;
 3. complexity rules that require the use of upper and lower case letters, digits and special characters;
 4. maximum validity of 6 months.

In appointing the processor with this Agreement, the Dealer Partner also expressly undertakes to withdraw all data relating to orders and offers for orders entered into the software within 90 days of the end of data processing by **Finstral AG** or the underlying legal relationship, for whatever reason this may be, thereby exempting **Finstral AG** from any liability in the event of deletion of the database assigned to the user with whom the contractual relationship has been terminated.

5. Termination of the Agreement

At the end of the data processing tasks entrusted to **Finstral AG** and following termination of the underlying legal relationship, **Finstral AG** is at the discretion of the Dealer Partner required to: (i) guarantee the Dealer Partner access to the processed personal data for a further 90 days and that (ii) ensure their complete destruction, except in cases where the storage of the data is required by law or for other purposes (accounting, taxes, etc.) (iii) upon request, **Finstral AG** will provide the Dealer Partner with a written declaration that the processor holds no copies of the personal data or information received from the Dealer Partner.

6. Final provisions

It is understood by the parties that the present appointment does not grant **Finstral AG** any right to specific remuneration and/or indemnity and/or reimbursement for the appointment itself that would exceed any remuneration that may appear in the Agreement, as this concerns a mandatory role provided for by law that is a direct consequence of the actual conclusion of the Agreement.

Documents required for set-up

1. Licence agreement

Contract between yourselves and Finstral to define the scope of services, duration, obligation to cooperate, warranty and disclaimer of liability for Finstral Composer.

2. Appointment of data processor and data protection statement

Obligations and rights with regard to personal data processing in Finstral Composer.

3. Additional information

Your details for Finstral Composer, such as required users and rights or logo use for the printout.

Your access data

Please complete and sign these documents and send them to usersupport@finstral.com.

You will then receive:

a. Access via Citrix client or web browser

Instructions for the Citrix client that will make the application available in the cloud or explain how to access it from your browser.

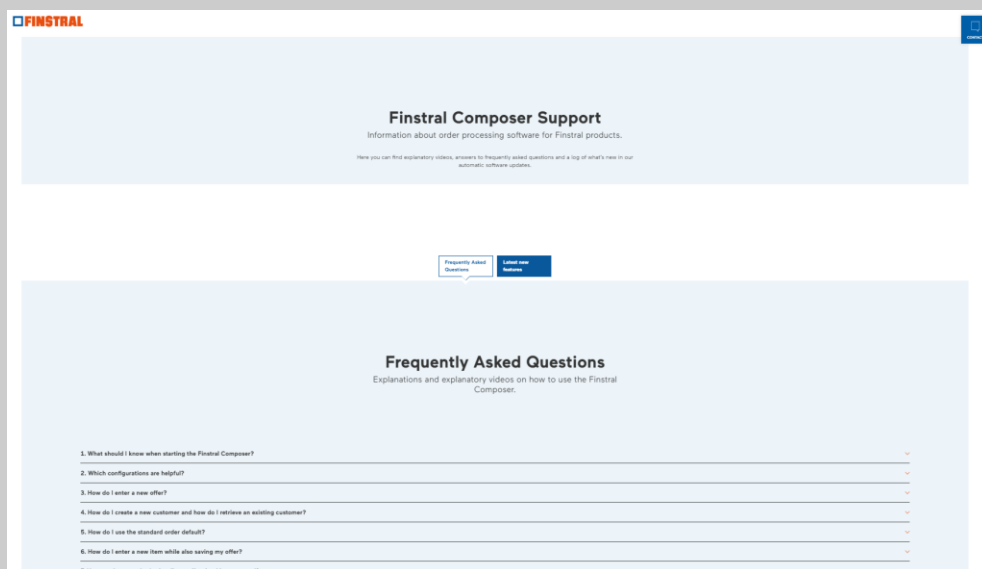
b. Access data

Your personal login and password for access to Finstral Composer.



Competent support for users.

Answers to all your questions.



Explanatory videos on the support website

A collection of videos is available on the website www.finstral.com/composer covering selected topics within the software.

Support website FAQs

Answers to frequently asked questions to provide quick and targeted help.

Support website changelog

The content of any software updates will be briefly summarised.

Support requests via email

You can e-mail usersupport@finstral.com at any time should you have any questions about the software or encounter technical difficulties.

You can e-mail partnersupport@finstral.com at any time should you have any questions about the products.

Workshops

During the introduction we offer ongoing workshops where you can ask us questions and talk to other users.

Sales force

If necessary, our trained sales team (area managers) can also support you on site.