

**General Terms and Conditions for Orders, Deliveries and Services of  
W8SVR GmbH in Business Transactions with Entrepreneurs -  
Status March 2022 (incl. attachment "Data Protection Information")**

**1. Scope, General**

1.1 These General Terms and Conditions of Order, Delivery and Service (GTC) apply exclusively to entrepreneurs within the meaning of § 14 of the German Civil Code (BGB), i.e. natural or legal persons who acquire the goods or services for commercial or professional use and to persons under public law and special funds under public law.

1.2 The following terms and conditions (GTC) shall apply exclusively to the business relationship with our customers, including information and advice. If our GTC are introduced into the business with the customer, they shall also apply to all further business relations between the customer and us, unless otherwise expressly agreed.

Deviating terms and conditions of the buyer and/or customer - hereinafter referred to as "customer(s)" - shall only apply if and to the extent that we expressly acknowledge them in writing. Our silence with regard to such deviating terms and conditions shall in particular not be deemed to be an acknowledgement or consent, even in the case of future contracts.

Our General Terms and Conditions of Purchase shall apply in place of any General Terms and Conditions of Purchase of the customer even if, according to these, the acceptance of the order is provided for as unconditional acceptance of the General Terms and Conditions of Purchase, or we deliver or perform after the customer has pointed out the validity of his General Terms and Conditions of Purchase, unless we have expressly waived the validity of our General Terms and Conditions of Purchase. The exclusion of the customer's General Terms and Conditions of Purchase shall also apply if the General Terms and Conditions of Purchase do not contain a separate provision on individual points of regulation. By accepting our order confirmation or goods, the customer expressly acknowledges that it waives its legal objection derived from the General Terms and Conditions of Purchase.

1.3 If framework agreements or other contracts have been concluded with our customers, these shall take precedence. They shall be supplemented by these GTC unless more specific provisions are made therein.

1.4 Insofar as the following refers to claims for damages, this also refers to claims for reimbursement of expenses within the meaning of § 284 BGB.

**2. Information / advice / properties of the products and services / cooperation of the customer**

2.1 Information and explanations regarding our products and services by us or our employees and vicarious agents are provided exclusively on the basis of our experience to date. They do not represent any properties or guarantees with regard to our products or services. The values stated herein are to be regarded as average values of our products and/or our services.

2.2 All information about our products and services, in particular those in our offers and printed materials and on the Internet and the illustrations, drawings, dimensional, property or performance characteristics contained therein as well as other, in particular technical information or information about ingredients, are to be regarded as approximate average values in the absence of a designation as a "binding property" of our delivery items. This applies accordingly to statements made by our employees, unless otherwise agreed. Even data of our products not provided with tolerances, as contained in our Internet presentation or our catalogues and/or brochures, are subject to deviations and changes customary in the trade and/or industry, in particular due to technical production circumstances and used materials.

2.3 Insofar as we provide instructions for use/application, these are written with the care customary in the industry and are non-binding outside of an expressly concluded consultancy agreement; they do not release our customers from the obligation to carefully examine the products with regard to their suitability for the purpose desired by the customer. Unless otherwise expressly agreed, the customer shall in any case be obliged to check the usability of our products and/or services for the purpose intended by him. The same applies to information on import, customs and certification regulations.

2.4 We only assume an obligation to provide advice with regard to our products and their use expressly by virtue of a written, separate consultancy agreement.

2.5 We shall only be deemed to have assumed a guarantee in the legal sense (assumption of liability irrespective of fault) if we have designated a property and/or a performance outcome as "legally guaranteed" in writing.

2.6 We do not assume any liability for the usability and/or registrability and/or marketability of our products or services for the purpose envisaged by the customer outside of the legally

mandatory liability, unless we have agreed otherwise in writing with the customer. The provisions of Clause 11 shall remain unaffected.

2.7 The customer is obliged to provide us with all information and data required for the performance of the service in good time and in full prior to the execution of the order and to make copies of the data transmitted prior to their transmission to us.

**3. Sample copies / documents and data provided / samples / cost estimates**

3.1 The properties of samples or specimen copies shall only become part of the contract if this has been expressly agreed with us. The customer is not entitled to use or pass on samples.

If we sell on the basis of a sample, deviations therefrom in the delivered goods are permissible and do not entitle the customer to complaints and claims against us if they are customary in the trade and any agreed specifications are complied with by the delivered goods, unless otherwise agreed.

3.2 We reserve all property rights and copyrights to samples, illustrations, drawings, data, cost estimates and other documents relating to our products and services disclosed or provided to the customer. The customer undertakes not to make the samples, data and/or documents referred to in the above sentence available to third parties unless we give our express written consent. He shall return them to us upon request if an order based on them is not placed with us within 4 weeks after they have been made available to the customer.

The provisions of sentences 1 and 2 shall apply mutatis mutandis to documents, drawings or data of the customer; however, we may make these available to third parties to whom we permissibly transfer deliveries and/or services that are the subject matter of the contract with the customer, or to whom we make use of as vicarious agents or suppliers.

**4. Conclusion of contract / scope of delivery and services / procurement risk and guarantee**

4.1 Orders can be placed by the customer by telephone, in writing or by e-mail.

4.2 Orders are not binding.

4.3 Our offers are subject to change without notice unless they are expressly marked as binding or expressly contain binding commitments or the binding nature has otherwise been expressly agreed. They are invitations to place orders by the customer.

4.4 The customer is bound to his order as a contract request for 14 calendar days - in the case of electronic orders for 5 working days (in each case at our registered office) - after receipt of the order by us, insofar as the customer does not regularly also have to reckon with a later acceptance by us (§ 147 BGB). This shall also apply to subsequent orders placed by the customer.

4.5 A contract is only concluded - also in current business transactions - when we confirm the customer's order in writing or in text form by order confirmation. The order confirmation shall only be deemed to be acceptance on the condition that outstanding payment arrears of the customer are settled and that a credit check of the customer carried out by us remains without negative information, unless otherwise expressly agreed with us by the customer.

In the event of delivery or performance within the binding period for the customer's offer to conclude the contract, our order confirmation may be replaced by our delivery, whereby the dispatch of the delivery shall be decisive for the time of performance, unless expressly agreed otherwise.

4.6 Even in the case of call-off orders or acceptance delays caused by the customer, we are entitled to procure the material for the entire order and to manufacture the entire order quantity immediately or to cover the entire order quantity. Any change requests by the customer can therefore no longer be taken into account after the order has been placed, unless this has been expressly agreed between us and the customer.

4.7 In the case of call-off orders without agreement on duration, production batch sizes and/or acceptance dates, we can demand a binding determination of this from the customer at the latest 3 months after order confirmation. If the customer does not comply with this demand within 2 weeks, we shall be entitled to withdraw from the unfulfilled part of the contract after setting a two-week grace period vis-à-vis the customer and to claim damages instead of performance.

Insofar as a purchase on call has been concluded, the individual call-offs must also be received by us at least 6 weeks before the desired delivery date, unless a shorter call-off or delivery period has been agreed.

If no other agreements have been made, the customer is obliged to take delivery of the purchased goods in full within one year of the order confirmation being issued. If the call-offs are not made on time, we shall be entitled to send a reminder for the call-offs and their scheduling and to set a grace period of 14 days for scheduling. If this period expires without results, we shall be entitled to withdraw from the contract or to claim damages instead

of performance. We do not have to refer again to the rights arising from this clause. Clause 4.13 para. 2 shall apply accordingly.

4.8 The customer shall inform us in writing in good time before conclusion of the contract of any special requirements for our products and/or services not expressly offered to him. However, such references do not extend our contractual obligation and liability.

**In the absence of an express agreement to the contrary, we are only obliged to deliver the products ordered from us by the customer as goods that can be marketed and registered in the European Union.**

4.9 We are only obliged to deliver from our own stock of goods (stock debt).

4.10 The assumption of a procurement risk within the meaning of § 276 of the German Civil Code (BGB) does not lie solely in our obligation to deliver an item which is only determined by its type.

4.11 We only assume a procurement risk within the meaning of § 276 BGB by virtue of a separate written agreement using the phrase "we assume the procurement risk...".

4.12 If the acceptance of the products or their dispatch or the acceptance of our performance is delayed for a reason for which the customer is responsible, we shall be entitled, after setting and expiry of a 14-day grace period, to demand immediate payment of remuneration or to withdraw from the contract or to refuse performance and to demand damages instead of the entire performance, at our discretion. The deadline must be set in writing or in text form. We do not have to refer to the rights arising from this clause again in this notice.

In the event of the aforementioned demand for damages, the damages to be paid shall amount to a flat rate of 20% of the net delivery price in the case of purchase contracts. Both parties reserve the right to prove a different amount of damages or that no damages were incurred. A reversal of the burden of proof is not associated with the above provisions.

4.13 If dispatch or delivery is delayed at the customer's request or for reasons for which the customer is responsible, we shall be entitled, beginning with the expiry of the reasonable period of time set in writing or in text form in the notification of readiness for dispatch, to store the goods at the customer's risk of loss and deterioration and to invoice the resulting costs at 0.5% of the net invoice amount of the stored goods for each week or part thereof. The stored goods shall only be insured at the special request of the customer. The assertion of further rights remains unaffected. The customer reserves the right to prove that no costs or significantly lower costs were incurred.

In addition, we are entitled to dispose of the goods subject to the contract otherwise after the aforementioned expiry of the deadline in accordance with section 4.12 sentence 1 and to supply the customer again within a reasonable period of time.

4.14 In the event of a delayed call-off or release for delivery on the part of the customer, we shall be entitled to postpone the delivery by the same period of time as the delay on the part of the customer plus a disposition period of 4 working days at the location of our registered office.

4.15 We owe user information for our products as well as a product label only - unless expressly agreed otherwise in writing or text form or, if we are subject to a deviating, mandatory statutory regulation - in German or, at our option, in English.

The customer is responsible for providing us with any necessary information regarding the ordered goods within a reasonable time and free of charge so that the order can be executed in accordance with the contract.

4.16 We reserve the right to modify the specification of the goods to the extent that legal requirements make this necessary, provided that such modification does not result in any deterioration in quality and fitness for the usual purpose and, to the extent that fitness for a particular purpose has been agreed, for that purpose.

4.17 We are entitled to make excess or short deliveries of up to 5% of the agreed delivery quantity.

We are further entitled to deliver products with customary deviations in quality, dimensions, weight, colour and equipment. Such goods shall be deemed to be in conformity with the contract.

## **5. Delivery / Place of performance / Delivery time / Delay in delivery / Packaging**

5.1 Binding delivery dates and deadlines must be expressly agreed. In the case of non-binding or approximate (approx., about, etc.) delivery dates and deadlines, we shall endeavour to comply with them to the best of our ability.

5.2 Delivery and/or performance periods shall commence upon receipt of our order confirmation by the customer, but not before all economic, technical and logistical details of the execution of the order have been clarified between the customer and us and all other prerequisites to be fulfilled by the customer have been met in full, in particular agreed advance payments or securities and necessary cooperation services have been provided in full by the customer. The same applies to delivery and/or service dates. If the customer has requested changes after the order has been placed,

a new delivery/service period, which corresponds to the original delivery period, shall begin with our confirmation of the change.

5.3 Deliveries before the expiry of the delivery period are permissible. The delivery date shall be the date of notification of readiness for dispatch in the case of an obligation to collect, otherwise the date of dispatch of the products, and the date of delivery at the agreed place of delivery in the case of an obligation to deliver.

5.4 In the absence of any other written agreement, the customer's interest in our performance shall only lapse if we fail to deliver essential parts or deliver them with delay.

5.5 If we are in default of delivery, the customer must first set us a reasonable grace period of at least - unless unreasonable - 14 days for performance. If this period expires fruitlessly, claims for damages due to breach of duty - irrespective of the reason - shall only exist in accordance with the provision in Clause 11.

5.6 We shall not be in default as long as the customer is in default with the fulfilment of obligations towards us, including those from other contracts.

5.7 In the absence of any other agreement, we shall only take back packaging on the basis of and to the extent of our legal obligation.

5.8 The unloading of the goods is the responsibility of the customer in the event of an agreed obligation to deliver and shall be at the customer's expense.

5.9 If no collection date is specified in the order, which we must confirm, or if acceptance does not take place on the agreed collection date, we shall, at our discretion, dispatch the contractual goods with a carrier commissioned by us at the customer's risk or store the contractual goods at the customer's expense. We shall additionally invoice the customer for the packaging, transport and insurance costs incurred (the latter if transport insurance has been agreed) upon dispatch.

In the event of storage, the customer shall pay a flat-rate storage fee of 1% of the net remuneration per week for the stored goods. Both parties reserve the right to provide evidence of lower or higher expenses, and the customer also reserves the right to provide evidence of a complete lack of expenses.

## **6. Force majeure / self-delivery**

6.1 If, for reasons for which we are not responsible, we do not receive deliveries or services from our sub-suppliers for the performance of our contractual delivery or service despite proper and sufficient coverage prior to the conclusion of the contract with the customer in accordance with the quantity and quality owed under our delivery or service agreement with the customer (congruent coverage), or if such deliveries or services are not received properly or on time, or if events of force majeure of not insignificant duration (i.e. with a duration of longer than 14 calendar days) occur, we shall inform our customer immediately in writing or text message. i.e. lasting longer than 14 calendar days) occur, we shall inform our customer immediately in writing or in text form. In this case, we shall be entitled to postpone the delivery for the duration of the impediment or to withdraw from the contract in whole or in part due to the part not yet fulfilled, insofar as we have complied with our aforementioned duty to inform and have not assumed the procurement risk pursuant to § 276 BGB or a delivery guarantee. Force majeure shall be deemed to include strikes, lock-outs, official interventions, shortages of energy and raw materials, transport bottlenecks or obstacles through no fault of our own, operational hindrances through no fault of our own - e.g. due to fire, water and machine damage - and all other hindrances which, viewed objectively, have not been culpably caused by us.

6.2 If a delivery and/or performance date or a delivery and/or performance period has been bindingly agreed and if the agreed date or period is exceeded due to events pursuant to section 6.1, the customer shall be entitled to withdraw from the contract due to the part not yet fulfilled after the fruitless expiry of a reasonable grace period. Further claims of the customer, in particular claims for damages or reimbursement of expenses, are excluded in this case.

6.3 The above provisions pursuant to Clause 6.2 shall apply accordingly if, for the reasons stated in Clause 6.1, it is objectively unreasonable for the customer to continue to adhere to the contract even without a contractual agreement on a fixed delivery date.

## **7. Shipping / Transfer of Risk / Acceptance**

7.1 Unless otherwise agreed, delivery shall be ex works, Incoterms 2020. In the case of sale by delivery to a place other than the place of performance, we shall be entitled to ship the goods to be delivered.

7.2 In the absence of any other agreement, we reserve the right to choose the transport route and the means of transport in the case of agreed dispatch. However, we shall endeavour to take into account the customer's wishes with regard to the mode and route of dispatch, without the customer having any claim to this. Any additional costs resulting from this - even in the case of agreed freight-free delivery - shall be borne by the customer, as are the transport and insurance costs.

If dispatch is delayed from the agreed time at the customer's request or through the customer's fault, we shall store the goods at the customer's expense and risk. In this case, notification of readiness for dispatch is equivalent to dispatch.

7.3 The risk of accidental loss or accidental deterioration shall pass to the customer in the case of an agreed debt to be discharged upon handover of the products to be delivered to the customer, in the case of an agreed debt to be discharged upon handover of the products to be delivered to the forwarder, the carrier or any other undertakings designated to carry out the shipment, at the latest, however, upon leaving our works or our warehouse, unless a debt to be discharged upon delivery has been agreed. The foregoing shall also apply if an agreed partial delivery is made. In the event of an obligation to deliver, the risk shall pass to the customer upon delivery to the agreed location.

7.4 If the shipment is delayed because we exercise our right of retention as a result of the customer's default in payment in whole or in part, or for any other reason for which the customer is responsible, the risk shall pass to the customer at the latest from the date of dispatch of the notification to the customer that the goods are ready for dispatch and/or performance.

#### **8. Notice of defects / breach of duty due to material defects (warranty)**

8.1 The customer must notify us in writing or text form of any recognisable material defects in our delivery items immediately, but no later than 12 calendar days after collection in the case of delivery ex works or storage location, otherwise after delivery, and of any hidden material defects immediately after discovery, but the latter no later than within the warranty limitation period in accordance with Section 8.7. Failure to give notice of defects in due time or form shall exclude any claim of the customer for breach of duty due to material defects. This shall not apply in the event of intentional, grossly negligent or fraudulent action on our part, in the event of injury to life, limb or health or assumption of a guarantee of freedom from defects or a procurement risk in accordance with § 276 BGB (German Civil Code) or other legally mandatory liability circumstances. The special statutory provisions in the case of final delivery of the goods to a consumer (supplier recourse, §§ 478, 479 BGB) shall remain unaffected.

8.2 Material defects of our delivery items which are recognisable upon delivery must also be notified to the delivering transport company and the written or textual recording of the defects must be arranged by the latter. A culpable failure to initiate the recording of the notice of defect vis-à-vis the delivering transport company in due time shall exclude any claim of the customer for breach of duty due to material defects. This shall not apply in the event of fraudulent, intentional or grossly negligent action on our part, in the event of injury to life, limb or health or assumption of a procurement risk in accordance with § 276 BGB, a guarantee of freedom from defects or liability in accordance with a statutory mandatory liability provision and in the event of a recourse claim in the supply chain (supplier recourse, §§ 478, 479 BGB).

Insofar as defects in number of items and weight were already recognisable upon delivery in accordance with the aforementioned inspection obligations, the customer must complain about these defects to the delivering transport company upon receipt of our goods and have the complaint certified by the latter. Clause 8.2 sentence 2 shall apply accordingly.

8.3 Upon commencement of processing, treatment, combination or mixing with other items, the delivered products shall be deemed to have been approved by the customer in accordance with the contract. The same shall apply in the event of onward shipment from the original place of destination, insofar as this does not correspond to the usual use of the delivered goods.

8.4 Other breaches of duty on our part are to be warned by the customer immediately in writing or in text form before the assertion of further rights, setting an appropriate remedy period, otherwise the customer loses the rights resulting from this. This shall not apply in the event of fraudulent, intentional or grossly negligent action on our part, in the event of injury to life, limb or health or assumption of a guarantee or a procurement risk in accordance with § 276 of the German Civil Code (BGB) or in the event of a legally mandatory liability circumstance.

8.5 We shall remedy defects for which the customer is responsible and unjustified complaints on behalf of and at the expense of the customer, insofar as the customer is a registered trader within the meaning of the German Commercial Code.

8.6 Insofar as the breach of duty does not exceptionally relate to a work performance on our part, withdrawal is excluded insofar as our breach of duty is insignificant.

8.7 Unless expressly agreed otherwise in writing or in text form, we shall provide a warranty for material defects for a period of 12 months, calculated from the date of the transfer of risk (see clause 7.3), in the event of a refusal to accept or take delivery on the part of the customer from the date of receipt by the customer of the notice of readiness to take delivery of the goods. This shall not apply to claims for damages arising from a guarantee, the

assumption of a procurement risk within the meaning of § 276 BGB (German Civil Code), claims due to injury to life, limb or health, fraudulent, intentional or grossly negligent action on our part, or in the cases of §§ 478, 479 BGB (recourse in the supply chain), § 438 para. 1 No. 2 (erection of structures and delivery of items for structures) and § 634a Para. 1 No. 2 BGB (construction defects) or insofar as a longer limitation period is otherwise mandatory by law. § Section 305b BGB (the primacy of the individual agreement in oral or textual or written form) remains unaffected. A reversal of the burden of proof is not associated with the above provision.

8.8 If the customer or a third party improperly repairs the products delivered by us, we shall not be liable for the resulting consequences. The same applies to changes made to the delivery item without our prior consent.

Our warranty and liability for material defects of the delivery item shall be excluded if the customer does not observe the technical regulations or instructions for use for the delivery item set by us in accordance with the contract concluded or our technical regulations or instructions for use for the delivery item set by us in accordance with the contract concluded and the defect of the delivery item or the damage to the customer is based on this.

The same shall apply if changes are made or occur to the substrate or building on which the delivery item has been applied and where it has been processed, which at the same time change the requirements to which the applied or processed delivery item was subject up to this point in time in accordance with the contract, or if the delivered, applied and processed delivery item is treated improperly, in particular if it is exposed to substances whose effect was not expressly specified to us in writing by the customer when the order was placed and the defect or damage to the customer is based on this.

8.9 Further claims of the customer due to or in connection with defects or consequential damage caused by defects, regardless of the reason, shall only exist in accordance with the provisions in section 11.

8.10 Our warranty within the framework of purchase contracts concluded with us (i.e. claims based on breach of duty due to poor performance in the event of material defects in connection with the purchase contract concluded with us) and the liability resulting therefrom shall be excluded insofar as defects and related damage are not demonstrably based on defective manufacturing materials, defective design and/or production and/or processing or, insofar as owed, defective instructions for use. In particular, the warranty and the resulting liability due to breach of duty due to poor performance shall be excluded for the consequences of incorrect use, unsuitable storage and transport conditions and for the consequences of chemical, electromagnetic, mechanical or electrolytic influences which do not correspond to the average standard influences listed in our product description and/or operating instructions or a deviating agreed product specification or the respective product-specific data sheet on our part or on the part of the manufacturer. The foregoing shall not apply in the event of fraudulent, grossly negligent or intentional action on our part or injury to life, limb or health, the assumption of a guarantee, a procurement risk in accordance with § 276 of the German Civil Code (Bürgerliches Gesetzbuch - BGB) and liability in accordance with any other mandatory statutory liability.

8.11 Claims by the customer for expenses incurred for the purpose of subsequent performance, in particular transport, travel, labour and material costs, shall be excluded if the expenses increase because the delivery item has subsequently been taken to a place other than the customer's place of delivery, unless the transfer is in accordance with its intended use.

8.12 Claims for defects shall not exist in the event of only insignificant deviations from the agreed or customary quality or usability.

8.13 The acknowledgement of breaches of duty in the form of material defects by us must always be in writing.

#### **9. Prices / terms of payment / plea of uncertainty**

9.1 All prices are ex works or warehouse and are generally quoted in EURO net excluding packaging, freight, postage and, if transport insurance has been agreed, insurance costs, plus value added tax to be borne by the customer (if legally applicable) in the respective legally prescribed amount ex works or warehouse, plus any country-specific taxes for deliveries to countries other than the Federal Republic of Germany, plus customs duties and other fees and public charges for the delivery/service. In the absence of any other agreement with the customer, the valid prices shall be derived from our general price list applicable at the time of conclusion of the contract between us and the customer.

9.2 Payment methods other than bank transfer for orders require separate agreement between us and the customer; this applies in particular to the issue of cheques and bills of exchange.

9.3 Insofar as taxes or levies are incurred by the customer or by us on the service provided by us (withholding tax), the customer shall indemnify us against such taxes and levies.

9.4 We are entitled to issue partial invoices in accordance with the progress of the order processing and/or to demand part payments in accordance with the progress of the processing.

9.5 Unless otherwise agreed, the purchase price is payable net within 10 calendar days of the invoice date. Any discount granted shall be conditional upon settlement of all previous invoices due.

9.6 If the customer pays in a currency other than EURO, fulfilment shall only occur if the foreign currency payment corresponds to the agreed EURO amount on the date of receipt of payment.

9.7 Services which are not part of the agreed scope of delivery shall, in the absence of any agreement to the contrary, be performed on the basis of our currently valid general price lists.

9.8 We are entitled to unilaterally increase the remuneration accordingly in the event of an increase in material production and/or material and/or product procurement costs, wage and ancillary wage costs, social security contributions as well as energy costs and costs due to environmental regulations, and/or currency regulations and/or changes in customs duties, and/or freight rates and/or public charges, if these directly or indirectly influence the goods production or procurement costs or costs of our contractually agreed services and if there are more than 4 months between conclusion of the contract and delivery. An increase in the aforementioned sense is excluded insofar as the cost increase in individual or all of the aforementioned factors is offset by a cost reduction in other of the aforementioned factors in relation to the total cost burden for the delivery (cost netting). If the aforementioned cost factors are reduced without the cost reduction being offset by an increase in other of the aforementioned cost factors, the cost reduction shall be passed on to the customer in the form of a price reduction.

If the new price is 20% or more above the original price due to our aforementioned price adjustment right, the customer shall be entitled to withdraw from contracts not yet fully performed with regard to the part of the contract not yet performed. However, he may only assert this right immediately after notification of the increased price.

9.9 If, by way of exception, we bear the freight costs in accordance with the contract, the customer shall bear the additional costs resulting from increases in freight rates after conclusion of the contract.

9.10 Upon the occurrence of default, interest on arrears shall be charged at a rate of 9 percentage points above the base interest rate applicable at the time the payment claim falls due in accordance with § 247 BGB (German Civil Code). We reserve the right to claim further damages.

9.11 In the event of an agreed transfer, the date of payment shall be the date on which the money is received by us or credited to our account or to the account of the paying agent specified by us.

9.12 Default of payment by the customer shall cause all payment claims arising from the business relationship with the customer to become due immediately. Irrespective of deferment agreements, bill of exchange and instalment payment agreements, all liabilities of the customer towards us shall in this case be due for payment immediately.

9.13 If payment terms are not complied with or circumstances become known or recognisable which, according to our due commercial discretion, give rise to justified doubts about the creditworthiness of the customer, including facts which already existed at the time of conclusion of the contract but of which we were not or should not have been aware, we shall be entitled, without prejudice to further statutory rights in such cases, to discontinue further work on current orders or deliveries and to demand advance payments or the provision of reasonable, customary securities, e.g. in the form of a bank guarantee, for outstanding deliveries. After the unsuccessful expiry of a reasonable period of grace for the provision of such securities, the customer shall be entitled - without prejudice to further statutory rights - to withdraw from the contract with regard to the part not yet fulfilled. The customer shall be obliged to compensate us for all damages resulting from the non-performance of the contract.

9.14 The customer shall only have a right of retention or right of set-off with regard to counterclaims that are not disputed or have been legally established.

9.15 A right of retention may only be exercised by the client insofar as his counterclaim is based on the same contractual relationship.

9.16 Incoming payments shall first be used to repay the costs, then the interest and finally the principal claims according to their age. A contrary provision of the customer at the time of payment is irrelevant.

9.17 In the case of cheque payments, the value date shall be decisive. Payments by the customer must be made free of postage and charges in our favour.

## **10. Retention of title, seizures**

10.1 We retain title to all goods delivered by us (hereinafter collectively referred to as "goods subject to retention of title") until all our claims arising from the business relationship with the customer, including claims arising in the future from contracts

concluded at a later date, have been settled. This shall also apply to a balance in our favour if individual or all claims are included by us in a current account (current account) and the balance has been struck.

10.2 The customer shall insure the reserved goods at replacement value, in particular against fire and theft. Claims against the insurance company arising from a case of damage affecting the goods subject to retention of title are hereby assigned to us in the amount of the value of the goods subject to retention of title.

10.3 The customer is entitled to resell the delivered products in the ordinary course of business. He is not permitted to make other dispositions, in particular pledges or the granting of ownership by way of security. If the goods subject to retention of title are not paid for immediately by the third party purchaser in the event of resale, the customer is obliged to resell the goods subject to retention of title to third parties only subject to the expressly agreed retention of title and to inform them of his non-existing ownership. The right to resell the goods subject to retention of title shall lapse without further ado if the customer suspends payment or defaults on payment to us.

10.4 The customer hereby assigns to us all claims, including securities and ancillary rights, accruing to him from or in connection with the resale of goods subject to retention of title against the end buyer or against third parties. He may not make any agreement with his purchasers which exclude or impair our rights in any way or nullify the advance assignment of the claim. In the event of the sale of goods subject to retention of title together with other goods, the claim against the third party purchaser shall be deemed to have been assigned in the amount of the delivery price agreed between us and the customer, unless the amounts attributable to the individual goods can be determined from the invoice.

10.5 The customer shall remain entitled to include the claim assigned to us until revoked by us, which is permissible at any time. However, we undertake to revoke the direct debit authorisation only in the event of a justified interest. Such a justified interest exists, for example, if the customer does not properly fulfil his payment obligations or is in default of payment. At our request, the customer shall be obliged to provide us with all information and documents required for the collection of assigned claims and, if we do not do so ourselves, to inform his customers immediately of the assignment to us.

10.6 If the customer includes claims from the resale of goods subject to retention of title in a current account relationship existing with its customers, it shall already now assign to us a recognised closing balance in its favour in the amount corresponding to the total amount of the claim from the resale of our goods subject to retention of title included in the current account relationship.

10.7 If the customer has already assigned claims from the resale of the products delivered or to be delivered by us to third parties, in particular on the basis of genuine or non-genuine factoring, or has entered into other agreements on the basis of which our current or future security rights may be impaired in accordance with Clause 10, the customer must notify us of this immediately. In the event of non-genuine factoring, we shall be entitled to withdraw from the contract and to demand the return of products already delivered. The same applies in the case of genuine factoring if the customer cannot freely dispose of the purchase price of the receivable according to the contract with the factor.

10.8 In the event of actions contrary to the contract for which the customer is responsible, in particular in the event of default in payment, we shall be entitled to take back all goods subject to retention of title after withdrawing from the contract. In this case, the customer shall be obliged to surrender the goods without further ado and shall bear the transport costs required for the repossession. Our taking back of the goods subject to retention of title shall constitute a rescission of the contract. In the event of withdrawal, we shall be entitled to realise the reserved goods. The proceeds of realisation, less reasonable costs of realisation, shall be set off against those claims which the customer owes us from the business relationship. We may enter the customer's business premises at any time during normal business hours in order to ascertain the inventory of the goods delivered by us. The customer must inform us immediately in writing of any access by third parties to goods subject to retention of title or claims assigned to us.

10.9 If the value of the securities existing for us in accordance with the above provisions exceeds the secured claims by more than 10% in total, we shall be obliged to release securities of our choice to this extent at the customer's request.

10.10 Processing and treatment of the goods subject to retention of title shall be carried out for us as manufacturer without, however, obligating us. If the goods subject to retention of title are processed or inseparably combined with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the net invoice amount of our goods to the net invoice amounts of the other processed or combined items. If our goods are combined with other movable objects to form a uniform object which is to be regarded as the main object, the customer hereby transfers co-ownership of this to us in the same proportion. The customer shall hold the

ownership or co-ownership in safe custody for us free of charge. The co-ownership rights arising hereunder shall be deemed to be goods subject to retention of title. At our request, the customer is obliged at any time to provide us with the information required to pursue our ownership or co-ownership rights.

10.11 If, in the case of deliveries abroad, certain additional measures and/or declarations regarding the agreement on retention of title are required on our part in the importing country in order for the aforementioned retention of title or the other rights referred to therein to become effective, the customer must carry out such measures and/or declarations without delay at its own expense or submit these declarations in due form. We shall cooperate in this to the necessary extent. If the law of the importing country does not permit a reservation of title, but allows us to reserve other rights to the delivery item, we may exercise all rights of this kind at our reasonable discretion (§ 315 BGB). To the extent that such an equivalent security of our claims against the customer is not achieved thereby, the customer shall be obliged to promptly provide us with other suitable securities in the delivered goods or other securities at our reasonable discretion (§ 315 BGB) at its own expense. The customer's right to judicial review and correction (§ 315 III BGB) remains unaffected in each case.

10.12 In the event of seizures or other interventions by third parties, the customer must notify us in writing without delay so that we can bring an action in accordance with § 771 of the German Code of Civil Procedure (ZPO). Insofar as the third party is not in a position to reimburse us for the judicial and extrajudicial costs of an action pursuant to § 771 ZPO, the customer shall be liable to us for the loss incurred by us.

#### 11. Exclusion/limitation of liability

11.1 Subject to the following exceptions, we shall not be liable, in particular not for claims of the customer for damages or reimbursement of expenses - irrespective of the legal grounds - in the event of a breach of duties arising from the contractual obligation.

11.2 The above exclusion of liability pursuant to clause 11.1 shall not apply,

- for own intentional or grossly negligent breach of duty and intentional or grossly negligent breach of duty by legal legal representatives or vicarious agents;
- for the breach of essential contractual obligations; "essential contractual obligations" are those whose performance characterises the contract and on which the customer may rely";
- in the event of injury to body, life and health also by legal representatives or vicarious agents;
- in the event of default, insofar as a fixed date of delivery and/or fixed date of performance was agreed;
- insofar as we have assumed a guarantee for the quality of our goods or the existence of a performance success, or a procurement risk within the meaning of § 276 BGB (German Civil Code);
- in the case of liability according to the Product Liability Act or other legally binding liability circumstances.

11.3 In the event that we or our vicarious agents are only guilty of slight negligence and there is no case of the preceding clause 11.2, there 3, 5 and 6 indent, we shall only be liable for the contract-typical and foreseeable damage, even in the event of a breach of essential contractual obligations.

11.4 Our liability is limited to a maximum liability amount of EUR 250,000.00 for each individual case of damage. This does not apply if we are charged with malice, intent or gross negligence, for claims due to injury to body, life or health and in the case of a claim based on a tortious act or an expressly assumed guarantee or the assumption of a procurement risk in accordance with § 276 BGB or in cases of legally mandatory deviating higher liability amounts. Any further liability is excluded.

11.5 The exclusions or limitations of liability pursuant to the above Clauses 11.1 to 11.4 and Clause 11.6 shall apply to the same extent in favour of our bodies, our executive and non-executive employees and other vicarious agents as well as our subcontractors.

11.6 A reversal of the burden of proof is not associated with the above provisions.

#### 12. Property rights / licences

12.1 Unless otherwise agreed, we are only obliged to provide the delivery in the contractually agreed first country of delivery free of industrial property rights and copyrights of third parties.

12.2 If a third party asserts justified claims due to the infringement of industrial property rights by products delivered by us to the customer, we shall be liable to the customer within the period stipulated in Clause 8.7 as follows:

We shall, at our option, first attempt to obtain, at our expense, either a right of use for the deliveries concerned or modify the delivery item in such a way that the property right is not infringed, or replace it, while complying with the contractually agreed properties. If this is not possible for us under reasonable

conditions, the customer shall be entitled to its statutory rights, which shall, however, be governed by these General Terms and Conditions of Delivery and Order.

The customer shall only be entitled to rights in the event of an infringement of property rights by our delivery items if he notifies us immediately in writing or in text form of the claims asserted by third parties, does not acknowledge an infringement and all defensive measures and settlement negotiations remain reserved for us.

- If the customer discontinues the use of the products in order to mitigate damages or for other important reasons, he shall be obliged to point out to the third party that the discontinuation of use does not constitute an acknowledgement of an infringement of property rights.

- If, as a result of the use of the products supplied by us, the customer is attacked by third parties on account of infringement of property rights, the customer undertakes to inform us of this without delay and to give us the opportunity to participate in any legal dispute. The customer shall support us in every respect in the conduct of any such legal dispute. The customer shall refrain from actions that could impair our legal position.

12.3 Claims of the customer against us are excluded insofar as the customer is responsible for the infringement of property rights. Claims of the customer against us are also excluded insofar as the infringement of property rights is caused by special specifications of the customer, by an application not foreseeable by us or by the fact that the products are modified by the customer or used together with products not supplied by us, insofar as the infringement of property rights is based on this.

12.4 The customer shall be granted the right to use the services in accordance with the contract upon proper fulfilment of his contractual obligations. All copyrights, patent rights or other industrial property rights shall remain with us unless expressly agreed otherwise in writing. § Section 305b of the German Civil Code (priority of individual agreements) shall remain unaffected for individual agreements in oral, written or textual form.

Insofar as inventions capable of being protected by industrial property rights are created by us in the course of the performance of the contract, we shall grant the customer a non-exclusive and non-transferable right of use thereto on economically preferential terms. The customer's right to receive all rights relating to the invention in the event that the creation of the invention is a primary contractual obligation on our part shall remain unaffected.

#### 13. Export control/product approval/import regulations

13.1 In the absence of contractual agreements with the customer to the contrary, the delivered goods are intended for first placing on the market within the Federal Republic of Germany or, in the case of delivery outside the Federal Republic of Germany, to the agreed country of first delivery (first country of delivery).

13.2 The export of certain goods by the customer from there may - e.g. due to their nature or intended use or final destination - be subject to authorisation. The customer itself is obliged to strictly observe the export regulations and embargos relevant for these goods, in particular those of the European Union (EU), Germany or other EU member states and, if applicable, the USA or Asian or Arab countries and all third countries concerned, insofar as it exports the products supplied by us or has them exported.

In addition, the customer is obliged to ensure that, prior to shipment to a country other than the initial country of delivery agreed with us, the national product approvals or product registrations required for import, use and trade are obtained by him and that the requirements for the provision of user information in the national language and also all import regulations enshrined in the national law of the country concerned are fulfilled.

13.3 The customer shall in particular check and ensure that - the products provided are not intended for use in armaments, nuclear technology or weapons technology;

- no companies and persons named on the US Denied Persons List (DPL) are supplied with US originating goods, US software and US technology;

- no companies and persons named on the US Warning List, US Entity List or US Specially Designated Nationals List are supplied with US originating products without the relevant authorisation;

- not supply companies and individuals named on the Specially Designated Terrorists, Foreign Terrorist Organizations, Specially Designated Global Terrorists or EU Terrorist List or other relevant negative export control lists;

- no military recipients are supplied with the products we deliver;

- no recipients are supplied who are in breach of other export control regulations, in particular those of the EU or ASEAN states;

- all early warning notices of the competent German or national authorities of the respective country of origin of the delivery are observed.

13.4 Access to and use of goods supplied by us may only take place if the above checks and safeguards have been carried out by the customer; otherwise the customer shall refrain from the intended export and we shall not be obliged to perform.

13.5 In the event that the goods supplied by us are passed on to third parties, the customer undertakes to oblige these third parties in the same way as in Clauses 13.1-13.4 and to inform them of the need to comply with such legal provisions.

13.6 In the event of agreed delivery outside the Federal Republic of Germany, the customer shall ensure at its own expense that all national import regulations of the country of first delivery and of the country to which the delivery item is further transported by the customer are fulfilled with regard to the goods to be delivered by us.

13.7 The customer shall indemnify us against all damages and expenses resulting from the culpable breach of the above obligations pursuant to Clauses 13.1-13.6.

#### 14. Place of Performance / Jurisdiction / Applicable Law

14.1 The place of performance for all contractual obligations shall be the registered office of our company, with the exception of the case of the assumption of a debt to be discharged on delivery or otherwise agreed.

14.2 The exclusive place of jurisdiction for all disputes - insofar as the customer is a merchant within the meaning of the German Commercial Code - is the registered office of our company. For the sake of clarity, this jurisdiction provision in sentences 1 and 2 shall also apply to such facts between us and the customer which may lead to non-contractual claims within the meaning of EC Regulation No. 864 / 2007. However, we are also entitled to sue the customer at his general place of jurisdiction.

14.3 All legal relationships between the customer and us shall be governed exclusively by the laws of the Federal Republic of Germany, in particular to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG). It is expressly clarified that this choice of law is also to be understood as one in the sense of Art. 14 para. 1 b) EC Regulation No. 864 / 2007 and shall therefore also apply to non-contractual claims in the sense of this regulation. If foreign law is mandatory in an individual case, our GTC shall be interpreted in such a way that the economic purpose pursued with them is safeguarded as far as possible.

#### 15. Compliance violations / incoterms / written form

15.1 We shall be entitled to withdraw from the contract at any time after setting a fruitless, reasonable deadline for the elimination of the compliance violations mentioned below, insofar as the customer demonstrably commits culpably caused legal violations which constitute a material breach of the principles of proper management within the meaning of Section 43 of the German Limited Liability Companies Act (GmbHG) or of the German Corporate Governance Code (DCGK) and thereby impair our operational interests economically or legally to a more than insignificant extent. In the case of continuing obligations, we are entitled to terminate the contract without notice instead of withdrawing from it. § Section 314 BGB remains unaffected.

15.2 Insofar as commercial clauses in accordance with the International Commercial Terms (INCOTERMS) have been agreed, INCOTERMS 2020 shall apply.

15.3 All agreements, ancillary agreements, assurances and amendments to the contract must be in writing. This shall also apply to any waiver of the written form requirement itself. The priority of the individual agreement in written, textual, oral or implied form (§ 305b BGB) remains unaffected.

#### 16. Data protection

16.1 W8SVR GmbH will use all personal data provided only to the extent permitted by law and for the purpose of executing the contract/order. For this purpose, W8SVR GmbH is bound by the provisions of the EU Data Protection Regulation (DS-GVO) and the Federal Data Protection Act (BDSG) and has taken the necessary technical and organisational measures to ensure the security of the data.

16.2 A detailed description of the use of personal data in the customer relationship can be found in the enclosure "Data Protection Information".

Gescher, March 2022

## Enclosure "Data protection information"

Data protection information for customers/contract partners in accordance with the European Data Protection Regulation (DSGVO)

### I. Name and address of the person responsible

We, W8SVR GmbH ("we", "W8SVR"), take the protection of your personal data very seriously. We treat your personal data confidentially and in accordance with the statutory data protection regulations and this data protection information. The responsible person in terms of the applicable data protection laws as well as other data protection regulations is:

W8SVR GmbH  
Fabrikstraße 13-15  
48712 Gescher

### II. not applicable

### III. Data processing

#### 1. Type of use of personal data

We process personal data that we receive from you in the course of our business relationship in your capacity as customer/contractual partner or as representative/authorised representative/contact person of the company that is our customer/contractual partner. In the business initiation phase and during the business relationship, personal data is generated by us and you. In the case of companies, this data essentially relates to the contact person responsible at your company and, if applicable, the company management (managing director, board of directors). The personal data usually generated are:

Name, title, address, telephone number, fax number, e-mail address, account data, your company / firm (with VAT ID), department, position, date of birth, subject matter of the contract, credit assessments, enquiries and correspondence for the conclusion, administration, performance and settlement of the contract.

#### 2. Purpose and legal basis for the processing of personal data

Your personal data will be processed in accordance with the applicable data protection regulations, in particular the DSGVO and the Federal Data Protection Act (BDSG). In detail, this is done for the following purposes and on the basis of the following legal grounds:

##### a) Based on your consent pursuant to Art. 6 (1) sentence 1 lit. a DSGVO.

If you have given us consent to process your data for specific purposes, we process your data on the legal basis of your consent. The scope and purpose of the data processing is described in the corresponding declaration of consent communicated to you separately.

##### b) For the fulfilment of contractual obligations pursuant to Art. 6 para. 1 sentence 1 lit. b DSGVO.

The processing of personal data is carried out for reasons related to the performance of contracts, namely for the performance of your contract. Further information on the purposes and scope of the contractual services for which the data is processed can be found in the respective contract concluded with you and the GTC included therein.

##### c) To meet legal requirements in accordance with Art. 6 Para. 1 Sentence 1 lit. c DSGVO

As a company, we are subject to various legal requirements for the fulfilment of fiscal control and reporting obligations. In order to ensure these requirements, personal data is processed within the scope of business initiation and processing in accordance with the legal requirements.

##### d) Within the framework of the balancing of interests in accordance with Art. 6 Para. 1 Sentence 1 lit. f DSGVO

We process your data beyond the actual fulfilment of the contract to protect legitimate interests of us or third parties:

- Advertising by e-mail about similar products or by post, unless you have objected to this, in order to be able to draw your attention to our current offers (our legitimate interest).

- Depending on the selected payment method, we transmit your data (name, address and, if applicable, date of birth) to Creditreform Boniversum GmbH for the purpose of checking creditworthiness, obtaining information for assessing the risk of non-payment on the basis of mathematical-statistical procedures using address data. Should the prognosis regarding the customer's payment behaviour be negative, the customer will be requested to choose another means of payment.

#### 3. Data deletion and storage period

The personal data of the data subject shall be deleted or blocked as soon as the purpose of the storage no longer applies. Storage may also take place if this has been provided for by the European or national legislator in Union regulations, laws or other provisions to which the person responsible is subject. Data will also be blocked or deleted if a storage period prescribed by the aforementioned standards expires, unless there is a necessity for the continued storage of the data for the conclusion or fulfilment of a contract.

After fulfilment of the contractual and legal obligations, the personal data is regularly deleted. Exceptions to this are:

- The fulfilment of retention periods under commercial and tax law. The periods for this are between two and ten years.

- The preservation of evidence within the framework of the respective applicable statute of limitations. According to §§ 195 ff. of the German Civil Code, these limitation periods can be up to thirty years. The regular limitation period here is three years to the end of the year.

#### 4. Disclosure to third parties

Personal data of the person concerned will not be passed on to third parties. Your personal data will only be accessed by the bodies that need it to fulfil contractual and legal obligations. This includes transport and logistics companies, fitters, dealers and sales representatives, insofar as this is necessary for the execution or justification of the contract. For billing purposes, we pass on the necessary payment data to our house bank. Insofar as service providers and vicarious agents are also involved in the data processing process, this is only possible if the legal obligations prescribed for this in the DSGVO, as well as the specifications of us for handling personal data, are followed obligatorily.

#### 5. Transfer to a "third country"

Your personal data will only be transferred to countries outside the EU or the EEA if you have given us your consent to do so or if this is a necessary condition for the performance of a contract.

#### 6. Obligation to provide

The data requested by us in the respective contract (name, company/company, contact and account data) must be provided. Without providing this data, we must reject you or your company as a contractual partner, as we absolutely need this data to process the contract.

### IV. Rights of the data subject

If your personal data is processed, you are a data subject within the meaning of the GDPR and you have the following rights vis-à-vis the controller:

#### 1. Right of access

You may request confirmation from the controller as to whether personal data relating to you is being processed by us. If such processing is taking place, you may request the controller to provide you with the following information:

- the purposes for which the personal data are processed;
  - the categories of personal data which are processed;
  - the recipients or categories of recipients to whom the personal data concerning you have been or will be disclosed;
  - the envisaged duration of the storage of the personal data concerning you or, if specific information on this is not possible, criteria for determining the storage period;
  - the existence of a right to obtain the rectification or erasure of personal data concerning you, a right to obtain the restriction of processing by the controller or a right to object to such processing;
  - the existence of a right of appeal to a supervisory authority;
  - any available information on the origin of the data, if the personal data are not collected from the data subject;
  - the existence of automated decision-making, including profiling, pursuant to Article 22(1) and (4) of the GDPR and, at least in those cases, meaningful information about the logic involved and the scope and intended effects of such processing for the data subject.
- You have the right to request information on whether personal data concerning you are transferred to a third country or to an international organisation. In this context, you may request to be informed about the appropriate safeguards pursuant to Article 46 of the GDPR in connection with the transfer.

#### 2. Right of rectification

You have a right to rectification and/or completion vis-à-vis the controller if the personal data processed concerning you are inaccurate or incomplete. The controller must make the rectification without undue delay.

#### 3. Right to restriction of processing

You may request the restriction of the processing of personal data concerning you under the following conditions:

- if you contest the accuracy of the personal data concerning you for a period enabling the controller to verify the accuracy of the personal data;
- the processing is unlawful and you object to the erasure of the personal data and request instead the restriction of the use of the personal data;
- the controller no longer needs the personal data for the purposes of the processing but you need it for the establishment, exercise or defence of legal claims; or
- if you have objected to the processing in accordance with Article 21(1) DSGVO and it is not yet clear whether the controller's legitimate grounds override your grounds.

Where the processing of personal data relating to you has been restricted, such data may be processed, with the exception of storage, only with your consent or for the establishment, exercise or defence of legal claims or for the protection of the rights of another natural or legal person or for reasons of substantial public interest of the Union or of a Member State.

If the restriction of processing has been restricted in accordance with the above conditions, you will be informed by the controller before the restriction is lifted.

### 4. Right to erasure

#### a) Obligation to delete

You may request the controller to erase the personal data concerning you without undue delay and the controller is obliged to erase such data without undue delay if one of the following reasons applies:

- The personal data concerning you are no longer necessary for the purposes for which they were collected or otherwise processed.
- You withdraw your consent on which the processing was based pursuant to Art. 6 (1) a or Art. 9 (2) a DSGVO and there is no other legal basis for the processing.
- You object to the processing pursuant to Article 21(1) of the GDPR and there are no overriding legitimate grounds for the processing, or you object to the processing pursuant to Article 21(2) of the GDPR.
- The personal data concerning you have been processed unlawfully.
- The erasure of the personal data concerning you is necessary for compliance with a legal obligation under Union or Member State law to which the controller is subject.
- The personal data concerning you has been collected in relation to information society services offered pursuant to Article 8(1) of the GDPR.

#### b) Information to third parties

If the controller has made the personal data concerning you public and is obliged to erase it pursuant to Article 17(1) of the GDPR, it shall take reasonable steps, including technical measures, having regard to the available technology and the cost of implementation, to inform data controllers that process the personal data that you, as the data subject, have requested them to erase all links to, or copies or replications of, that personal data.

#### c) Exceptions

The right to erasure does not apply insofar as the processing is necessary to:

- for the exercise of the right to freedom of expression and information;
- for compliance with a legal obligation which requires processing under Union or Member State law to which the controller is subject, or for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller;
- for reasons of public interest in the area of public health pursuant to Article 9(2)(h) and (i) and Article 9(3) of the GDPR;
- for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes pursuant to Article 89(1) of the GDPR, insofar as the right referred to in section (a) is likely to render impossible or seriously prejudice the achievement of the purposes of such processing; or
- for the assertion, exercise or defence of legal claims.

### 5. Right to information

If you have asserted the right to rectification, erasure or restriction of processing against the controller, the controller is obliged to notify all recipients to whom the personal data concerning you have been disclosed of this rectification or erasure of the data or restriction of processing, unless this proves impossible or involves a disproportionate effort.

You have the right to be informed of these recipients by the controller.

### 6. Right to data portability

You have the right to receive the personal data concerning you that you have provided to the controller in a structured, common and machine-readable format. You also have the right to transmit this data to another controller without hindrance from the controller to whom the personal data has been provided, provided that

- the processing is based on consent pursuant to Art. 6 (1) (a) DSGVO or Art. 9 (2) (a) DSGVO or on a contract pursuant to Art. 6 (1) (b) DSGVO and
- the processing is carried out with the aid of automated procedures.

In exercising this right, you also have the right to have the personal data concerning you transferred directly from one controller to another controller, insofar as this is technically feasible. This must not affect the freedoms and rights of other persons.

The right to data portability does not apply to the processing of personal data necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller.

### 7. Right of objection

You have the right to object at any time, on grounds relating to your particular situation, to the processing of personal data concerning you which is carried out on the basis of Article 6(1)(e) or (f) DSGVO; this also applies to profiling based on these provisions.

The controller shall no longer process the personal data concerning you unless it can demonstrate compelling legitimate grounds for the processing which override your interests, rights and freedoms, or the processing serves the purpose of asserting, exercising or defending legal claims.

If the personal data concerning you is processed for the purposes of direct marketing, you have the right to object at any time to the

processing of personal data concerning you for the purposes of such marketing; this also applies to profiling insofar as it is related to such direct marketing.

If you object to the processing for direct marketing purposes, the personal data concerning you will no longer be processed for these purposes.

You have the possibility, in connection with the use of information society services, notwithstanding Directive 2002/58/EC, to exercise your right to object by means of automated procedures using technical specifications.

**8. Right to revoke the declaration of consent under data protection law**

You have the right to revoke your declaration of consent under data protection law at any time. The revocation of consent does not affect the lawfulness of the processing carried out on the basis of the consent until the revocation.

**9. Automated decision in individual cases including profiling**

You have the right not to be subject to a decision based solely on automated processing, including profiling, which produces legal effects concerning you or similarly significantly affects you. This does not apply if the decision

- (1) is necessary for the conclusion or performance of a contract between you and the controller,
- (2) is permissible on the basis of legal provisions of the Union or the Member States to which the controller is subject and these legal provisions contain appropriate measures to safeguard your rights and freedoms as well as your legitimate interests; or
- (3) is made with your express consent.

However, these decisions may not be based on special categories of personal data pursuant to Article 9(1) of the GDPR, unless Article 9(2)(a) or (g) of the GDPR applies and appropriate measures have been taken to protect the rights and freedoms as well as your legitimate interests.

With regard to the cases referred to in (1) and (3), the controller shall take reasonable steps to safeguard the rights and freedoms as well as your legitimate interests, including at least the right to obtain the intervention of a person on the part of the controller, to express his or her point of view and to contest the decision.

**10. Right to complain to a supervisory authority**

Without prejudice to any other administrative or judicial remedy, you have the right to lodge a complaint with a supervisory authority, in particular in the Member State of your residence, place of work or the place of the alleged infringement, if you consider that the processing of personal data concerning you infringes the GDPR. The supervisory authority to which the complaint has been lodged shall inform the complainant of the status and outcome of the complaint, including the possibility of a judicial remedy under Article 78 GDPR.

**V. Updating this data protection information**

We reserve the right to update this data protection information as necessary to adapt it to technical developments or in connection with the offer of new services or product. You can always check the current version on the website.



