

## General Sales Terms

### 1. Scope

1.1. The following General Sales Terms ("GST") constitute an integral part of all sales agreements between CRONIMET Envirotec GmbH, revomet GmbH or revomet Bitterfeld GmbH, each with its registered office at Säurstraße 3, 06749 Bitterfeld-Wolfen, Germany ("Seller") and the purchaser ("Customer") (subsequently also referred to individually as "Party", collectively as "Parties"). The GST shall apply to the following services: selling materials, providing services (e.g. material conversion, disposal services, recycling services). The current version of these GST is available at <https://revomet.com>.

1.2. The GST apply even if the Seller does not specifically refer to them in future business transactions.

1.3. Opposing or supplementary general terms and conditions, or terms and conditions deviating from these GST, will – even if known by the Seller – not form an integral part of the agreement unless explicitly approved by the Seller in writing.

1.4. If the Parties wish to deviate from these GST in the respective sales agreement, the agreed provisions of the respective sales agreements according to Clause 1.1., which have to be in writing, shall prevail the provisions of these GST.

1.5. The term "in writing" or "written" in these GST shall also include electronically signed documents and the sending of an electronic copy of a signed document by email (e.g. PDF scan of a signed document).

### 2. Offers and Agreement

2.1. If not specified otherwise in the offer, the offer of the Seller can only be accepted without delay.

2.2. Seller may revoke an offer at any time prior to receiving the Customer's acceptance.

2.3. An Agreement is only valid if it has been confirmed by the Seller in writing or in text form. This also applies to all declarations and notifications made by the Customer after the Agreement has been concluded. In case of doubt, the sales or service order confirmation in writing or by email shall be decisive for the exact terms of the Agreement.

2.4. No information contained in any offer of the Seller may be disclosed to any third party. The Seller expressly reserves all property rights and copyrights to any technical documentation provided (e.g. plans, analyses, drawings, illustrations, calculations, calculations, performance data), other material descriptions or documents; these shall also be treated as confidential. Furthermore, the information contained in these documents (e.g. dimensions, weights, other descriptions) do not constitute guarantees or warranted characteristics. They only become characteristics of the material and part of the Agreement if they are listed in the sales or service order confirmation or are confirmed in other written Agreements.

2.5. Offers made by the Seller are subject to change without notice and are not binding unless they are expressly stated to be binding or contain a specific acceptance period for the Customer.

### 3. Prices

3.1. Obvious mistakes in the Seller's price calculation may be corrected at any time.

3.2. All prices of the Seller are net prices and shall be paid including the respectively applying VAT.

3.3. If the Customer asserts that the goods are exempt from VAT and should special evidence be required in this reference, the respective sale shall be billed without VAT only after the respectively required special evidence has been provided.

3.4. If the Seller is contracted to dispose of the Customer's materials or waste on a continuous basis for a period of more than three (3) months, the Seller reserves the right to adjust the agreed prices if, after the conclusion of the Agreement, cost reductions or cost increases occur, in particular due

to changes in fuel or energy costs and disposal costs (e.g. landfill fees, recycling fees). The Seller shall provide evidence of such changes to the Customer upon request.

### 4. Handling and Shipping

Any provision regarding handling and shipping is based on the currently effective INCOTERMS®-clause specified in the offer and included in the sales or service confirmation. The same applies to any provision regarding the passing of risk involved in shipping goods.

### 5. Rights and obligations in the provision of services, exclusion

5.1. The Customer shall provide the Seller with all information and evidence necessary for the provision of the service (e.g. information on the hazardous nature of the material: safety data sheet, notification of classification by waste code, analyses, samples, hazard characteristics) in accordance with the relevant regulations, provisions and, if applicable, official orders and requirements. The Customer shall be solely responsible for ensuring that the relevant legal provisions and official orders and requirements are complied with when storing and making available the materials and waste to be collected.

5.2. If there are special aspects to be taken into account in the transport or recycling of materials and waste (e.g. hazardous substances), the Customer must draw attention to these prior to the conclusion of the Agreement. This applies in particular to official orders and requirements.

5.3. The Customer is solely responsible for the correct declaration of the materials and waste to be taken over by the Seller in accordance with the statutory provisions; the Customer is liable for the correctness of this declaration.

5.4. The Customer warrants that the materials and wastes provided to the Seller by the Customer comply with the agreed specifications and do not contain any other substances or wastes. The Seller shall be notified immediately of any change in composition.

5.5. If the Seller is responsible for removal, the Customer shall ensure that access is possible for articulated lorries or similar and that suitable locations are available for the placement of containers with sufficiently paved access so that collection can take place without hindrance, confusion or risk to personnel and material with the necessary equipment.

5.6. The Seller shall not be obliged to accept the materials and waste provided to it for recycling if the nature of the materials or waste provided or delivered by the Customer does not correspond to the contractual Agreement and/or the acceptance and recycling of the provided materials or waste at the recycling plant, in particular due to the contamination of the materials and waste, violates existing legal regulations and provisions and/or official orders and requirements.

5.7. The Seller shall be entitled to inspect the materials and waste provided to it for correct declaration and classification. If, upon collection or acceptance, it is found that the materials contain incorrectly declared substances or wastes, the Seller shall be entitled to reject such substances or wastes or, after consultation with the Customer, to have such substances or wastes properly recycled or disposed of. The Customer shall bear any additional costs (e.g. for sorting the waste) or expenses (e.g. for temporary storage, analysis, transport costs) for the procurement and return of the materials or waste to or from the Customer or for the proper and safe recycling or disposal.

5.8. The Seller shall assume responsibility for the materials or waste upon receipt. However, title shall not pass to the Seller until the agreed prices have been paid in full by the Customer. Materials or waste that do not comply with the agreed declaration (see clauses 5.3., 5.4.) are excluded from the transfer of ownership.

5.9. Where there is no legal requirement to keep formal records of the disposal of the waste to be accepted by the Seller in accordance with the relevant rules and regulations, the Seller's invoice shall be deemed to be proof

of disposal. If the Customer has a legitimate interest in separate confirmation, the Seller shall provide such confirmation against reasonable reimbursement of any additional costs incurred.

5.10. Upon request by the Seller, the Customer shall confirm the proper performance of the contractually agreed services. Where there is a statutory obligation to provide evidence of proper waste disposal, the Customer shall provide such evidence using the forms provided by the Seller for this purpose.

## 6. Packaging

6.1. Packaging, protection means and transport equipment will not be taken back by the Seller.

6.2. Disposal costs for packaging, protection means and transport equipment shall not be covered by the Seller.

6.3. Any packaging, safety device or other special protection for the goods to be delivered exceeding the regular requirement of shipment shall be subject of a specific Agreement.

6.4. If agreed, the Seller shall provide the Customer with suitable containers (e.g. waste containers, waste bins) for the collection of materials or waste on a rental basis. Only materials or waste with the agreed declaration may be placed in the containers. The Customer shall treat the containers with care, secure them and return them undamaged. The containers shall remain the property of the Seller. The Seller shall be entitled to exchange the containers for other suitable containers at any time. In the case of containers with an expiry date, the Customer is obliged to exchange them for new containers at the Seller's before the expiry date. In the event of termination of the Agreement, the Seller shall be entitled to collect the containers immediately. The costs of cleaning contaminated or dirty containers shall be charged to the Customer if they exceed the usual cleaning costs. The Seller will charge a rental fee for the containers. The rental agreement ends when the Seller confirms the return of the containers. Any damage will be charged to the Customer. The Customer shall report any damage to the Seller immediately upon delivery. If an official permit is required for the installation of the containers (e.g. for installation in public areas), the Customer shall obtain this at its own expense. The Seller shall be solely responsible for ensuring that the containers provided are safe for traffic and for clearing and gritting the area around the sites.

## 7. Periods of delivery

7.1. Any scheduled delivery periods referring to specific periods of time (for example, days, weeks, etc.) shall start with the date of the sales or service order confirmation by the Seller.

7.2. If the performance to be rendered by the Seller requires the Customer's cooperation, the Seller may demand that the Customer postpone the delivery period or the performance date by the period by which the Customer is in default of his obligation to cooperate.

7.3. In case of non-compliance with the delivery periods, the Customer shall be entitled to any legal remedy only after granting the Seller by written notice a reasonable extension period for delivery (the "Extension Period"); such notice shall include the Customer's warning that the delivery will not be accepted after expiry of the Extension Period.

7.4. In case the Extension Period should expire unsuccessfully, the contractual performance shall be considered as failure.

## 8. Excess of Short Delivery

8.1. Deviations of the good supplied by +/- 5 % in weight, quantity and dimensions shall be within the contractual tolerance limit. Notwithstanding the Sect. 11 and 12 any such deviations shall in no case give a right of refusal for the goods supplied.

8.2. The allowance of deviations of +/- 5 % applies also in case of partial deliveries for each delivery individually.

## 9. Force Majeure

9.1. In case of Force Majeure, the performance of both Parties' contractual obligations shall be suspended and the time schedules and deadlines for contractual performance shall be postponed correspondingly.

9.2. "Force Majeure" as defined hereunder involves, in particular but without limitation, war (whether declared or not declared) or warlike conditions, explosions, fires, destruction of equipment, long-term downtime of means of transportation, telecommunications, information technology systems, or energy, labor disputes in foreign companies, natural catastrophes or extreme natural events, epidemics, pandemics, currency or trade restrictions, embargoes, sanctions, official duties (lawful or unlawful) and any other circumstances not covered by any Party.

9.3. The Party prevented, hindered or delayed from or in performing any of its obligations under the respective agreement by an event of Force Majeure shall promptly (and in any event within ten (10) days) after the occurrence of such event notify the other Party in writing by sending a notice of the occurrence of such event, including when it began and the expected duration. The Party affected by the event of Force Majeure shall thereupon give reasonable proof of the nature of such delay.

9.4. In case of the continuation of the event of Force Majeure and at the earliest eight (8) weeks after delivery of the notice in acc. with Clause 9.3. both Parties are entitled to withdraw from the agreement due to Force Majeure. In case of a withdrawal due to Force Majeure, the Parties shall neither be entitled to compensation, nor entitled to any other claims for other contractual remedies due to a contractual violation. However, any advance payments made for non-delivered goods shall be returned. Any goods, which are still in transit and have not yet been delivered, shall be returned.

## 10. Right of Retention/Compensations/Transfer of Agreement

10.1. The Customer is entitled to a right of retention only due to principal obligations that derive from the same contractual agreement.

10.2. The Customer may offset payments only with undisputed or legally established claims subsisting in the same agreement.

10.3. The Seller may offset existing claims with all receivables to which it or any other of the Group Companies is entitled to.

10.4. The Customer may not assign any contractual claim against the Seller to any third party without written the Seller's written consent.

## 11. Examination and Quality Determination

11.1. The goods supplied by the Seller (henceforth referred to as the "Goods") are considered to be free of defects when, at the time of the passing of risk, they do not or only insignificantly deviate from the specifications agreed upon for the particular delivery. Within the scope of these GST and specifications that are expressly agreed between the Parties, the following applies exclusively with regard to radioactivity. The Seller warrants that all material delivered to the Customer has been tested for radioactivity using state-of-the-art measuring equipment. The Seller shall sell and deliver only such material for which, within the limits of the measuring accuracy of the measuring systems, there was no indication of ionizing radiation above natural background radiation.

11.2. Immediately after delivery, the Customer is obligated to examine the Goods and notice to the Seller any obvious defects. In order to detect other defects, the Customer shall be obliged to immediately perform a Sampling Inspection and/or Analysis of the Goods according to Clause 11.4. and promptly notice any defects detected in the course thereof by sending a Defect Notice.

11.3. All defects shall be noticed at least in text form (email, letter, etc.) ("Defect Notice"); the Defect Notice has to contain a reasonable substantiation of the defects. Goods in respect to which the Customer has sent such Defect Notice have to be stored separately in unchanged condition in order to enable the Seller and/or Customer, and/or their representatives, to perform an examination of the Goods. The Goods are considered to be

accepted without defects, (i) when no or no timely examination has been made, (ii) when no Defect Notice has been sent, or (iii) when the Defect Notice has not been made in time or in an inappropriate manner.

11.4. In order to determine the quality of the Goods, the Customer is obliged to examine a delivered portion, perform a Sampling Inspection and/or (if required) make an Analysis. The "Sampling Inspection" in the sense of the regulations involves taking a representative sample from a specific delivered portion of the Goods in order to determine the agreed upon quality. "Analysis" refers to the process of examining the Goods by means of a recognized analysis method in order to determine the quality of especially but without limitation in respect to the included metals, materials and substances contained and other chemical components.

11.5. The Sampling Inspection is performed in the following manner:

11.5.1. The Sampling Inspection is to be performed in the presence of either Parties or their respective representatives as soon as both Parties agreed upon the number and composition of the samples withdrawn at the agreed upon and contracted place for sampling.

11.5.2. The Customer may only perform a legally binding Sampling Inspection in the absence of the Seller, or a representative authorized by the Seller, when both Parties made a specific arrangement.

11.5.3. At least three (3) consistent samples are prepared for Analysis from the sample taken in the Sampling Inspection.

11.6. Customarily, the Analysis is made by a contractually determined laboratory at the expense of both Parties ("Arbitrary Analysis"). If no agreement has been made with regard to an Arbitrary Analysis, the following method shall be used:

11.6.1. First an Analysis is made by the Customer.

11.6.2. If the Parties should disagree on the results of the Analysis, an exchange Analysis shall be performed, i.e., both Parties may procure at their own expense a respective further Analysis. When a further Analysis is performed, a spare sample shall be sealed and deposited with the Customer in the event of an Arbitrary Analysis will have to be made.

11.6.3. If the Parties still disagree with the results, an Arbitrary Analysis is required. If no laboratory should be determined contractually in the respective agreement, the Parties will order an official expert who will conduct an Arbitrary Analysis that is binding for both Parties. The official expert will be determined by the IHK Düsseldorf if both Parties have a business location in Germany. In other cases, the official expert will be determined by the German chamber of foreign trade in the state of the Customer.

11.7. Differences between the Parties with regard to the results of the Analysis do not affect the payment date for the compensation to the extent in which the compensation is owed according to the results made and recognized by the Customer.

## 12. Warranty for Defects, Rescission

12.1. Within the terms of this Sec. 12., a "Defect" shall mean any defect of the Goods, which has been noticed by the Customer in time by sending a Defect Notice in acc. with Clauses 11.2. and 11.3. and which is thereupon legally established between the Parties in acc. with Clauses 11.4. to 11.6.

12.2. In case that a Defect is established, the Seller may carry out a subsequent performance by means of substitutional and/or additional supplies ("Substitutional Supplies") in its sole discretion yet taking into consideration the respective interests of the Customer.

12.3. If the Seller fails to make Substitutional Supplies within an appropriate period of time, the Customer shall be entitled to reduce the purchase price by an amount reasonable in respect to the defects ("Reduction").

12.4. A termination of the agreement including its rescission subsequent thereto ("Rescission") shall be excluded unless the Customer is able to establish to the Seller that the Goods are unsuitable for its' purposes or may merely be used with considerable difficulties.

12.5. If a Defect cannot be removed by means of Substitutional Supplies, Reduction or Rescission, the Customer is entitled to claim compensation, according to Sec. 17; the Customer is not entitled to make any claims in addition to such compensation.

12.6. Claims on the part of the Customer shall expire three (3) months following delivery of the respective Goods, provided the Seller did not act on willful intent. Any Substitutional Supplies do not legally affect in any way an expiry of such limitation period.

## 13. Sellers Reservation of the Right to Withdraw

13.1. The Seller may take out commercial credit insurance to protect itself against non-payment in respect of the contractual delivery. In this case the following applies: Appropriate insurance protection for the contractual deliveries of Goods and sufficient coverage for the Customer under said policy is considered a significant contractual condition of the purchasing agreement. The Customer shall provide the business-related information necessary to obtain insurance protection in an active manner and at its own cost. The Seller shall ensure that information it receives remains confidential. If the commercial credit insurer does not offer appropriate insurance protection for the contractual delivery of goods, or does not offer sufficient coverage for the Customer, the Seller reserves the right to withdraw from the contract.

13.2. If the commercial credit insurer does not offer appropriate insurance protection for the contractual delivery of Goods, or does not offer sufficient coverage for the Customer, the Seller shall inform the Customer of this promptly.

13.3. The Customer can provide another payment security within seven (7) days ("Term") from receiving notice from the Seller that appropriate insurance coverage could not be obtained, or not in a sufficient amount, if this offers the Seller the same protection as the commercial credit insurance. In this case, the Seller is not entitled to withdraw from the contract. Otherwise, the Seller is entitled to declare its withdrawal from the purchasing agreement after the Term expires.

## 14. Reservation of Legal Title

14.1. The Seller reserves the legal title for all Goods delivered by it until all of his claims are settled (the "Reservation of Title").

14.2. The Reservation of Title remains in effect even if any claim or all claims should be taken into the current account and the balance has been drawn and mutually acknowledged.

14.3. The Reservation of Title shall include also any reservation of the legal title in respect to future and conditional claims. The Reservation of Title is expanded and extended according to the following Clauses (in the following referred to as the "Supply Collateral").

14.4. In case the Goods should be handled and processed by the Seller into new product(s), the Seller shall be considered to be the "Manufacturer" and hence receives (co-)ownership of the new product according to Article 950 of the German Civil Code (BGB).

14.5. If the Customer has agreed also with other suppliers to consider them solely or in part as Manufacturer and if their goods should also be incorporated in the final product produced by the Customer, the Seller is entitled to the co-ownership of the new product on a pro ratio basis to the objective value of the Goods of the Seller at the time of delivery to the objective value of the other incorporated goods delivered under the reservation of title.

14.6. The Seller will receive proportionate (co-)ownership also in case that the Customer should mix the Goods inseparably with his own goods or with the goods of the other suppliers. Articles 848, 847 of the German Civil Code (BGB) shall apply hereto.

14.7. The Customer may sell the Goods, in which a Reservation of Title subsists, only in its ordinary course of business at his normal terms and conditions. In case of such resale, the Customer is obliged to arrange for a Reservation of Title to the benefit of the Seller.

14.8. The Customer shall neither be entitled to transfer by way of security nor to pledge Goods supplied under Reservation of Title.

14.9. The claims of the Customer from a resale of Goods supplied under Reservation of Title – even after processing or mixing the goods – are hereby now already assigned to the Seller in order to secure its claims. The scope of the assignment corresponds in value to (co-) ownership of the Customer in the resold product(s).

14.10. The Customer is entitled to collect claims from its' resale agreement until revocation by the Seller. Upon request by the Seller, the Customer is obliged (i) to provide the recipient with a notification of the assignment to the Seller, (ii) to prove such notification to the Seller and (iii) to submit to the Seller the information and documents required for the collection of the assigned claims together with the notification.

14.11. The Customer is obliged to inform the Seller immediately of any seizure or any other damage to its' Reservation of Title on the part of a third party.

14.12. If the value of the Collateral Security of the Seller should exceed the value of its claims by more than 10 percent, the Seller is obliged to release the disproportionate Collateral Security on its sole discretion.

#### 15. Terms of Payment

15.1. If the terms of payment have not been negotiated separately, the invoices are due and payable promptly after the invoice date without deduction.

15.2. If payment deadlines are exceeded, the legal default interest shall be applied. This does not exclude the Seller from claiming further damage for delay.

15.3. If the Customer is in arrear with payments for more than two (2) weeks, the Seller is entitled to supply further materials or services only after reception of an advance payment thereto.

15.4. The Seller is also entitled to render any and all payments due immediately, if legal insolvency proceedings, composition proceedings or comparable foreign proceedings have been requested or opened against the assets of the Customer. The same applies when there is an inability to pay or a public register indicates the possibility of an imminent or existing inability to pay. In this case, the Seller is entitled to suspend outstanding deliveries until the Customer makes advance payments in the full amount of the value of the outstanding services, plus a security premium of 5 % for any potential deviations.

#### 16. Dimensions, Weights and Quality

16.1. For a determination of the weight which is to form the basis of the invoice, within tolerance limits, the net weight determined by the Customer when performing unloaded and loaded weighing on calibrated scales at the arrival of the goods shall be decisive. "Tolerance Limits" in this sense are deviations from the net weight determined on calibrated scales by the Seller prior to shipping:

- a) in shiploads unloaded by the Customer or the carrier or haulage contractor of less than +/- 2 % and
- b) in truck deliveries of less than +/- 3 %.

The same applies to weighing in and out partial loads.

16.2. Differences in weight within the Tolerance Limits mentioned hereinabove do not release the Customer from proving to the Seller that the goods upon arrival have been properly weighed on calibrated scales.

16.3. In case of weight differences beyond the Tolerance Limits mentioned, the net weight determined on calibrated scales by the Seller prior to shipping will be used as basis for settlement. However, prior to further assigning and/or processing the goods, the Customer may contact the Seller and request a weight determination by a neutral entity. In the latter case, the Customer is obliged to keep deliveries which are to be weighed by a neutral entity separate and unspoiled.

16.4. The Customer is obligated to inform the Seller immediately of the weight determined according to Clause 16.1. In turn, if the weight should be beyond the Tolerance Limit, the Seller is obligated to inform the Customer immediately of the weight determined according to Clause 16.3.

#### 17. Liabilities

17.1. The Seller always will have unlimited liability in the case of willful intent and gross negligence, in the event of a culpable damage to life, body or health, if the regulations of the German Product Liability Act are applicable and in accordance with any independent guarantee statement.

17.2. In addition, in the event of simple negligence, the Seller will be liable only for defects resulting from a violation of an essential contractual obligation, meaning a contractual obligation, whose performance is essential for the proper execution of the contract and on whose abidance the contractual partner may rely on a regular basis ("Essential Obligations"). However, in the latter case, liability is limited to compensation of the predictable, typically resulting damage.

17.3. Notwithstanding the aforesaid the Seller is exempt from any further liability, in particular but not limited to liabilities for contractual or non-contractual damages or any other legal entitlement whatsoever.

17.4. The liability restrictions according to Clause 17.2. to 17.3. may be applied *mutatis mutandis* to the liability of the Seller for any of its employees, assistants and of its' board members.

#### 18. Claim Assignment; Use of Information

18.1. The Seller is entitled to transfer the claim arising out of the business relationship with the Customer as well as any claim ancillary hereto to any third party in its sole discretion.

18.2. The Seller may collect, store and use any data, document and information submitted by and/or and about the Customer. The Seller shall be entitled to forward any such data, document and information to any third party in order to prepare, allow, perform and carry out any claim transfer in the full extent as required under admissible laws and contracts.

#### 19. Import control and compliance

19.1. In particular, the Customer shall be responsible for ensuring that the import of material or parts thereof into countries outside the European Union complies with all national import regulations. If the material or parts thereof are subject to import restrictions, the Customer shall, at its own expense, obtain the necessary national import licenses for the import.

19.2. The Customer is obliged to observe all applicable laws, regulations, rules and provisions when purchasing the material.

#### 20. Place of Performance and Place of Jurisdiction

20.1. The place of jurisdiction shall be the competent regular courts at the Seller's business seat. This applies also to actions filed under the summary proceedings based on bills of exchange and checks. The Seller may also choose to file any legal action against the Customer at the Customer's registered business seat.

20.2. All legal relationships between the Customer and the Seller, as well as to all non-contractual obligations related to the agreements shall be governed by and construed under German Law, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

#### 21. Final Provisions

If individual provisions of the agreements including these terms and conditions are or become invalid either in whole or in part the remaining provisions will remain unaffected hereby. In this case, the Parties shall agree upon a legally valid provision which comes as close as possible to what the Parties intended or would have intended taking into consideration the tenor and purpose of the respective regulation.

## Data protection law information for business partners and prospective business partners

Dear Sir/Madam,

We inform you with these data protection information about the processing of your personal data in the context of contractual relationship or contract initiation.

### A. The party responsible for data processing

Following companies come into question as a party responsible for data processing depending on the contractual relationship or contract request:

#### **CRONIMET Envirotec GmbH**

Säurestr. 3  
06749 Bitterfeld-Wolfen  
Germany  
+49 (0) 3493 27899-30  
info@cronimet-envirotec.com

#### **revomet GmbH**

Säurestr. 3  
06749 Bitterfeld-Wolfen  
Germany  
+49 (0) 3493 27899-30  
info@revomet.com

#### **revomet Bitterfeld GmbH**

Säurestr. 3  
06749 Bitterfeld-Wolfen  
Germany  
+49 (0) 3493 27899-30  
info@revomet.com

You can reach the data protection officer by post at the above address by stating "Data protection officer" or by email (datenschutz@cronimet-envirotec.com).

### B. Data categories, purposes and legal basis of processing

We process your personal data which we receive from you within the scope of the business relationships or contract initiation. This is generally contact data (name, address, telephone number and email address) and, if required as part of the business transaction, bank and payment (transaction) data (bank, account details, reference, and credit card information if applicable), information from publicly available sources, information databases and credit check agencies (e.g. Internet, trade register, credit agencies) as well as other data, which you voluntarily provide us with within the scope of processing a project or a contractual relationship within the scope of contract negotiations (e.g. business cards). We process your personal data exclusively within the scope of the legal terms, particularly under consideration of the regulations of the General Data Protection Regulation ("GDPR") and the Federal Data Protection Act ("BDSG"). We process your personal data on the basis of the following described legal bases and for the purposes of

- ❖ contract negotiation, contract implementation and termination of the contractual relationship (Art. 6 para. 1 sent. 1 lit. b GDPR), e.g. fulfilment of a contract (e.g. delivery or performance of a service and payment transaction), general communication with business partners e.g. answering enquiries about products and services, contract negotiations etc.;
- ❖ based on consent given (Art. 6 para. 1 sent. 1 lit. a GDPR), e.g. despatch of newsletters or information correspondence, participation in marketing campaigns or surveys etc.;
- ❖ based on legal stipulations (Art. 6 para. 1 sent. 1 lit. c GDPR), e.g. to fulfil trade law or tax law retention obligations, to fulfil reporting or information obligations towards authorities, etc.;
- ❖ based on a legitimate interest (Art. 6 para. 1 sent. 1 lit. f GDPR), e.g. measures for IT security or measures to ensure proper business operations, to protect the company code, for the protection of property and the investigation of criminal offences, to enforce legal claims or defend legal disputes, to ensure compliance requirements, etc.

As we also use the contact data of the person you have nominated to us as a contact partner, we ask you to pass on this information to the affected employees within your company.

### C. Recipients or categories of recipients of personal data

We transmit your personal data to authorities/public bodies if required due to primary legal regulations. If necessary, we transmit your personal data to companies within our company group if required to fulfil the purposes stated above in section B.

We employ external service providers for various business transactions as assignment processors in terms of Art. 28 GDPR. We have concluded Data Processing Agreements with these service providers to ensure that your personal data is protected. The above described recipients may also be located in countries outside of the European Economic Area ("third countries"). Third countries may not have the same level of data protection as in the European Economic Area. If data transmission takes place in a third country, we ensure that this transmission only takes place according to the terms of the legal regulations (chapter V GDPR).

### D. Duration of storage

Personal data is generally deleted after expiry of the legal (primarily trade and tax law) retention periods. If personal data is not affected by legal retention obligations, it will be deleted once it is no longer required for the described purposes in the above section B. A different storage period can occur if you have consented to collection of the data.

### E. Rights of data subjects

You have the right to receive information about your personal data we have saved, the right to arrange for incorrectly saved personal data to be corrected or, if relevant, to change or revoke your consent to data processing at any time, including without providing a reason with future effect, the right to restrict the processing of your personal data with future effect, **to revoke the processing of your personal data** with future effect or to demand the deletion of your personal data. Under the conditions set out in Art. 20 GDPR, you have the right to receive the personal data concerning you, which has been saved, in a structured, commonly used and machine-readable format and the right to transmit that data to another responsible party without hindrance on our part.

In addition, you may contact our data protection officer mentioned in section A. above. In order to avoid possible cases of misuse, we may require that inquiries be accompanied by a handwritten signature or that the inquirer otherwise legitimize himself.

Furthermore, without prejudice to any other administrative or judicial remedy, every data subject shall have the right to lodge a complaint with a supervisory authority, in particular in the Member State of his or her habitual residence, place of work or place of the alleged infringement, if the data subject considers that the processing of personal data relating to him or her infringes the GDPR.