

## **General Terms and Conditions of Purchase of Vollmer Werke Maschinenfabrik GmbH** **Last revised: October 2024**

### **Section 1 Scope of validity, form**

(1) These General Terms and Conditions of Purchase (GTCP) apply to all business relationships with our business partners and suppliers (hereinafter referred to as the "Seller"). The GTCP apply only if the Seller is an entrepreneur (Section 14 German Civil Code (BGB)), a legal entity under public law or a special fund under public law.

(2) The GTCP apply, in particular, to agreements on the sale and/or supply of movable items, but also software or the ordering of services (hereinafter referred to collectively as "Goods"), irrespective of whether the Seller manufactures the Goods itself or purchases them from external suppliers (Section 433, 631, 650 BGB). Unless otherwise agreed, the GTCP apply in the version which is valid at the time of the purchaser's order or at least in the version last communicated to it in writing as a framework agreement for similar future agreements, without us having to refer to them again in each individual case.

(3) These GTCP apply exclusively. Deviating, conflicting or supplementary General Terms and Conditions of the Seller shall become part of the contract only if and insofar as we have expressly agreed to their validity in writing. This requirement of consent applies at all times, even if, for example, we accept a Seller's deliveries without reservation, while being aware of its General Terms and Conditions.

(4) Individual agreements made with the Seller in specific cases (including ancillary agreements, supplements and changes) shall always take precedence over these GTCP. A contract in writing or our written confirmation shall be authoritative proof of the content of such agreements, subject to proof to the contrary.

(5) Legally relevant statements and notifications by the Seller regarding the agreement (e.g. on deadlines, reminders, withdrawal) must be made in writing (e.g. by letter, e-mail or fax). Statutory formal requirements and other verifications shall remain unaffected by this, in particular in case of doubt about the legitimacy of the declarant.

(6) References to the validity of statutory provisions are for the purpose of clarification only. Even without such clarification, therefore, the statutory provisions shall apply, unless they are amended or expressly excluded in these GTCP.

### **Section 2 Conclusion of contract**

(1) Our order shall become binding no sooner than upon written submission or confirmation. The Seller shall be required to notify us of obvious errors (e.g. spelling and calculation errors) and deficiencies in the order and order documentation for the purpose of correction or completion prior to acceptance; otherwise, the agreement shall not be deemed effective.

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(2) The Seller shall be required to confirm our order by e-mail to [oc-vobi@vollmer-group.com](mailto:oc-vobi@vollmer-group.com) within four working days, specifying the specific delivery date (the day, not the calendar week), or execute it without reservation (acceptance), in particular by dispatching the Goods. Delayed acceptance shall be deemed a new offer and must be accepted by us.

(3) The requirements which can be found under the "AGB" (T&Cs) heading on our website must be observed for order confirmations to the e-mail address specified above; they are attached to these GTCP as Annex 1.

### **Section 3 Delivery time and delays**

(1) The delivery time specified in our order is binding. If the delivery time is not specified in the order and has not otherwise been agreed upon, it shall be two weeks from the conclusion of contract. The Seller is required to inform us in writing without delay if it anticipates that it cannot – for any reason whatsoever – comply with the delivery times agreed or set by us in accordance with sentence 1. Compliance with the delivery deadline or delivery time shall be determined by our receipt of the Goods at the destination specified by us.

(2) If the Seller fails to deliver or does not do so within the agreed delivery time, or if such performance is subject to a delay, our rights shall be governed by the statutory provisions, particularly with respect to withdrawal and compensation for damages. The provisions under no. 3 shall remain unaffected. The unconditional acceptance of a delayed delivery or performance does not constitute a waiver of our rights to claim compensation on the grounds of the delayed delivery or performance.

(3) If the Seller is late in making a delivery, we shall be entitled to demand – in addition to further statutory claims – a flat rate in compensation for the damages caused by the delay. This shall be 0.5% of the net price for every completed calendar week of the delay, but not more than 5% of the net price of the delayed Goods. We reserve the right to prove that we incurred greater damage. The Seller reserves the right to prove that no or significantly lower damages were incurred.

### **Section 4 Performance, delivery, transfer of risk, delay in acceptance**

(1) Without our prior written consent, the Seller shall not be entitled to sub-contract the service required of it to third parties (e.g. sub-contractors). The Seller shall bear the procurement risk for its services, unless otherwise agreed in specific cases (e.g. limitation to stock). The Seller must inform us in writing without delay if it anticipates difficulties with regard to production, supply of raw materials, or similar circumstances which may impair its ability to deliver to the agreed standard of quality. The notification must be addressed to the department which made the order. If software is included in the scope of delivery, the Seller shall grant us, in addition to transferring/granting of all usage rights necessary for use in accordance with the agreement, the right to make a back-up copy to secure future use.

(2) Delivery shall be free of charge to the site specified in the order. If the destination is not specified and nothing has been agreed otherwise, delivery shall be to our registered office at Wilhelmstr. 20 in Biberach. The destination is also the place of performance for the delivery and other subsequent performance (obligation to provide).

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(3) The delivery must be accompanied by a delivery note indicating the date (issue and dispatch), the content of the delivery (supplier's item number, Vollmer's item number and quantity) and our order identifier (date, number and position of the order). If the delivery note is missing or incomplete, we do not take any responsibility for any resulting delays in handling and payment. A corresponding shipping notice containing the same information must be sent to us separately from the delivery note.

(4) The number of items, weights and measurements are determined according to the values obtained by our incoming goods inspection.

(5) The risk of accidental loss and deterioration of the item passes to us upon transfer at the place of performance. Insofar as acceptance is agreed, this shall determine the passing of the risk. Furthermore, the statutory provisions under the contract law for work and labour shall apply accordingly to any acceptance. If we delay in acceptance, the transfer or acceptance shall be deemed to have taken place.

(6) In the event that we delay in acceptance, the statutory provisions shall apply. The Seller must, however, expressly offer us performance if a specific or definable calendar date has been agreed for action or assistance on our part (e.g. provision of materials). In the event that we delay in acceptance, the Seller shall be entitled to demand compensation for any additional expenses it incurred in accordance with the statutory provisions (Section 304 BGB). If the agreement concerns a non-fungible item to be produced by the Seller (individual production), the Seller shall be entitled to further-reaching rights only if we commit ourselves to cooperate and are responsible for the failure to do so.

(7) Force majeure, operational disruptions beyond our control, unrest, official measures such as trade embargoes and other unavoidable events shall release us from the obligation of timely acceptance for their duration. During such events, and within two weeks of their conclusion, we shall be entitled, without prejudice to our other rights, to withdraw from the agreement in whole or in part, provided that the events are not of immaterial duration and our requirements are significantly reduced owing to the resulting need to procure from other sources.

## **Section 5 Prices and payment terms**

(1) The price specified in the offer is binding. All prices include the statutory value added tax, unless it is indicated separately.

(2) Unless otherwise agreed in individual cases, the price shall cover all services and ancillary services of the Seller (e.g. installation, assembly, set-up plus all necessary ancillary costs such as travel expenses, provision of tools and allowances) and all additional costs (e.g. proper packaging, transport costs (CPT Biberach, Wilhelmstr. 20 (carriage paid), Incoterms®2020). Cost estimates shall be binding and shall not be remunerated, unless otherwise explicitly agreed in writing.

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(3) Unless otherwise agreed in an individual contract, the agreed price shall be due for payment within 60 calendar days of completion of delivery and performance (including any agreed acceptance) and receipt of a proper invoice, which must be sent to us in a single copy by e-mail to [invoices-vobi@vollmer-group.com](mailto:invoices-vobi@vollmer-group.com). Details on the electronic invoice can be found on our website under the heading "AGB" (T&Cs) and are attached to these GTCP as Annex 2. If electronic transmission is not possible, the invoice must be sent to our registered office. Under no circumstances may it be enclosed with the consignment or delivery. If we pay within 14 calendar days, the Seller shall grant us a 3% discount on the net amount of the invoice; if we pay within 30 days, the discount shall be 2%. In the event of a bank transfer, the payment shall be deemed on time if our bank receives our transfer order before the payment term expires; we are not responsible for delays by the banks involved in the payment transaction. All payment is subject to invoice verification.

(4) We shall not owe interest after the due date. The statutory provisions shall apply to defaults on payment.

(5) We shall be entitled to the rights of set-off and retention, and plea of non-performance of the agreement, to the extent permitted by law. In particular, we are entitled to withhold payments as long as we still have claims against the Seller for incomplete or faulty services.

(6) The Seller shall have the right of set-off or retention only on the basis of legally determined or undisputed counterclaims.

(7) Please note that we have taken out a comprehensive transport insurance policy for the entire purchase and sales process. The supplier therefore does not need to take out such insurance, and will we not reimburse the costs thereof.

## Section 6 Confidentiality and retention of title

(1) We shall reserve the rights of ownership, copyrights and usage rights for illustrations, plans, drawings, calculations, instructions, product descriptions and other documentation and/or information (hereinafter referred to collectively as "Documents"), as far as this is legally possible. Such Documents are to be used solely for the contractual services and must be returned to us after completion the contract. That also applies to electronic data or documents. If the documents cannot be published, they must be deleted immediately; their deletion must be proven to us. Unless its disclosure is absolutely necessary for performance of the agreement, the Documentation must be kept secret from third parties and within the Seller's own company, including after termination of the agreement. This obligation to secrecy shall cease to apply only if and to the extent that the knowledge contained in the documents provided has become generally known. The Seller is not permitted to reproduce or otherwise use this Documentation beyond the usage required for the performance of the agreement. That also applies to goods manufactured by the Seller using this Documentation or print jobs commissioned by us. The Seller must also conclude the confidentiality agreement with its employees or sub-contractors, if applicable.

(2) The above provisions shall apply accordingly to substances and materials (e.g. software, finished and unfinished products) and to tools, templates, samples and other objects that we provide to the Seller for manufacturing. When not undergoing processing, such items shall be kept separate and insured against loss or destruction at the original value at the Seller's expense. Upon conclusion of the contract, the Seller shall assign all claims to compensation from this insurance to us; we shall accept this assignment.

(3) Any upcoming and/or necessary servicing and inspection work and all maintenance and repair work on our tools must be reported to us in good time. The Seller shall notify us of any faults immediately.

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(4) Any processing, mixing or combining (further processing) by the Seller of the items provided shall be performed for us. The same applies if we further process the delivered Goods, so that we, by such processing at the latest, shall be deemed the manufacturer and shall obtain ownership of the product in accordance with the statutory provisions. If the processing or mixing involves items of third parties who are not the Seller, we shall acquire joint ownership in accordance with the legal regulations.

(5) The transfer of ownership of the Goods to us shall take place unconditionally and regardless of whether the price has been paid. If we accept, however, in individual cases, an offer from the Seller to transfer the ownership of the Goods through the payment of the purchase price, the Seller's retention of title of the delivered Goods shall lapse at the latest with the payment of the purchase price. In the ordinary course of business, we remain entitled to resell the Goods prior to payment of the purchase price, subject to the advance assignment of the claim resulting from the resale (alternatively, the validity of the simple reservation of title extended to resale).

All other forms of retention of title are excluded, in particular extended and transferred retention of title, and in the event of further processing of the Goods.

### Section 7 Defective delivery

(1) Unless otherwise stipulated below, the statutory provisions shall apply to our rights regarding material and legal defects of the Goods (incorrect and incomplete delivery, improper assembly, deficient assembly and operating instructions) and other breaches of obligation on the part of the Seller.

(2) In accordance with the legal provision, the Seller is liable, in particular, for ensuring that the Goods are in the agreed condition upon transfer of risk to us. In any case, any product descriptions which are the subject of the respective agreement or are included in the agreement in the same way as these GTCP, in particular by designation or reference in our order, shall be deemed an agreement on the condition. It makes no difference whether the product description originates from us, the Seller or the manufacturer.

(3) Notwithstanding Section 442(1)(2) BGB, we shall be entitled to assert claims for defects, even we were unaware of the defect upon conclusion of the contract as the result of gross negligence.

(4) The statutory provisions (Sections 377, 381 HGB) apply with respect to the commercial obligations of inspection and notification of defects as follows: Our obligation of inspection shall be limited to defects which come to light during our incoming goods inspection involving an external examination including the delivery documents (e.g. transport damage, incorrect or incomplete delivery), or during our quality control by means of

sampling. Insofar as acceptance has been agreed, there is no obligation to investigate. Moreover, it depends on the extent to which an investigation, taking into account the circumstances of the individual case, is feasible in the ordinary course of business. Our obligation to complain about defects discovered later remains unaffected. Notwithstanding our obligation to inspect, our complaint (notification of defects) shall be deemed prompt and timely if it is sent within ten working days of discovery or, in the case of obvious defects, delivery. In that case, the Seller cannot object on the grounds of late notification of the defect.

(5) We shall be entitled to choose the type of supplementary performance. The Seller may refuse the type of supplementary performance we have chosen if it is only possible at disproportionate expense.

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(6) Supplementary performance also includes the removal of defective Goods and reinstallation, provided the Goods were installed or mounted on another object in accordance with their nature and intended use. Our statutory claim for compensation for corresponding expenses shall remain unaffected. The Seller shall bear the expenses necessary for the examination and supplementary performance, even if it turns out there was actually no defect. Our liability for damages in the event of an unjustified request to remove defects shall remain unaffected; however, we are liable only if we have recognised, or through gross negligence failed to recognise, that there was no defect.

(7) Without prejudice to our statutory rights and the provisions under Section 5, if the Seller does not meet its obligation of supplementary performance – either by remedying the defect (rectification) or delivering a defect-free item (replacement) at our discretion – within a reasonable period set by us, we may remedy the defect ourselves or have a third party do so and demand compensation from the Seller for the necessary expenses or a corresponding advance payment. If the Seller's supplementary performance is unsuccessful or we deem it unreasonable (e.g. owing to its particular urgency, the endangerment of operational safety or the impending occurrence of disproportionate damage), no deadline is required; we shall inform the Seller of such circumstances immediately, if possible in advance.

(8) Moreover, in accordance with the legal provisions, we are entitled to a reduction in the purchase price or to withdraw from the contract in the event of a material or legal defect. Furthermore, we are entitled to compensation for damages and reimbursement of expenses according to the legal regulations. In the event of a legal defect, the Seller shall release us from any existing third-party claims upon first request, unless it is not responsible for the legal defect.

### **Section 8 Property rights**

(1) The Seller guarantees that no third-party rights in Germany or abroad – should the origin of the Goods or the agreed place of delivery be abroad – will be infringed in connection with the delivery.

(2) In the event that a third party asserts that the delivered Goods infringe property rights, the Seller must release us from all claims of the third party upon first request. In addition, it must reimburse us for all expenses related to the defence of this claim which we reasonably considered necessary.

### **Section 9 Supplier recourse**

(1) We are entitled without limitation to the legally defined rights of recourse within the supply chain (supplier recourse in accordance with Sections 445a, 445b, 478 BGB) in addition to the right to claim damages for defects. In particular, we are entitled to demand exactly the type of supplementary performance (rectification or replacement) from the Seller which we owe to our customer in the individual case. Our legal right to choose the cure (Section 439(1) BGB) is not limited by this.

(2) Before we accept or fulfil a defect claim asserted by one of our customers (including reimbursement of expenses in accordance with Section 445a(1), 439(2) and 3 BGB), we will inform the Seller, briefly explaining the facts, and request a written statement. If a substantiated statement is not made within a reasonable period of time and if no mutually agreed solution is found, the defect claim actually granted by us shall be considered

owed to our customer. In this case, the Seller is obliged to produce evidence to the contrary.

(3) Our rights to supplier recourse also apply if the defective Goods were processed further by us or another contractor, e.g. by incorporation them into another product.

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### Section 10 Manufacturer's liability

(1) If the Seller is responsible for product damage, they shall release us from third-party claims upon first request insofar as the cause lies within its domain and organisation and it is liable in the external relationship itself.

(2) As part of their indemnity obligation, the Seller shall reimburse expenses in accordance with Sections 670, 683 BGB arising from or in connection with any rectification actions that may be undertaken by a third party, including us. Where possible and reasonable, we shall inform the Seller of the content and scope of such measures and shall give the Seller the opportunity to respond. Further legal claims shall remain unaffected.

(3) The Seller shall conclude and maintain a product liability insurance policy with a lump sum of coverage of at least ten million euros per damage to person/property.

### Section 11 Statute of limitations

(1) The reciprocal claims of the contracting parties fall become statute-barred in accordance with the statutory provisions, unless otherwise specified below.

(2) Notwithstanding Section 438(1)(3) BGB, the general statute of limitations for defect claims is three years after the transfer of risk. If acceptance has been agreed, the statute of limitations begins at the time of acceptance. The three-year statute of limitations period also applies to claims resulting from defects in title, whereby the legal statute of limitations period for third-party claims for the restitution of property (Section 438(1)(1) BGB) remains unaffected; claims from defects in title, moreover, shall not become statute-barred as long as the third party has the right to assert such claims against us, in particular in the absence of statute limitations. In the event of supplementary performance by replacement delivery, the period of limitation restarts for the delivered Goods after their delivery, unless the Seller has expressly and correctly reserved the subsequent performance as a gesture of goodwill only, to avoid disputes or in the interest of continuing the supply relationship.

(3) The statutes of limitation under purchasing law, including the aforementioned extension, shall apply to all contractual defect claims to the extent permitted by law. If we are also entitled to damage compensation claims owing to a defect beyond those stipulated in the contract, the normal legal statute of limitations shall apply (Sections 195, 199 BGB), unless the application of the statutes of limitation under purchasing law result in individual cases in a longer statute of limitations.

### Section 12 Data protection

(1) We process the personal data we collect only to the extent permitted by law, in particular for the purposes of performing the underlying agreement (Art. 6(1)(b) GDPR), on the basis of our legitimate interests (Art. 6(1)(f) GDPR) or in the context of consent having been granted (Art. 6(1)(a) GDPR). We disclose it to third parties only when necessary to meet our contractual obligations. In that regard, we make sure that the third parties also comply with the data protection regulations of the European Union and the Federal Republic of Germany.

(2) With regard to the specific data processing operations of visits to our website, please refer to the privacy policy on our website: (<https://www.vollmer-group.com/de/common/datenschutz/>).

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(3) The information required in accordance with the GDPR on the extent of the collection and processing of personal data and the rights of the data subject can be found in Annex 3 to these GTCP.

### **Section 13 Applicable law and place of jurisdiction**

(1) The law of the Federal Republic of Germany applies to these GTCP along with the contractual relationship between us and the Seller, with the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.

(2) If the Seller is a merchant within the meaning of the German Commercial Code (HGB), a legal entity under public law or a special fund under public law, the exclusive – including internationally – place of jurisdiction for all disputes arising from this contractual relationship is our registered office in Biberach. In all cases, however, we are entitled to lodge a claim at the place of performance of the delivery obligation in accordance with these GTCP or an overriding agreement, or at the general place of jurisdiction of the Seller. Overriding statutory provisions, in particular on exclusive jurisdiction, remain unaffected.

09.10.2024

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## Annex 1

### **Requirements for the acceptance of electronic order confirmations**

VOLLMER only accepts electronic order confirmations that comply with certain conditions and rules.  
These rules are described in the following section.

The acceptance of electronic order confirmations is limited to Vollmer Werke Maschinenfabrik GmbH  
in Biberach.

#### **Rules and requirements (valid from 1<sup>st</sup> June 2019)**

1. All electronic order confirmations must be sent to the following e-mail address:  
**oc-vobi@vollmer-group.com**
2. There must be a **separate** e-mail for **each** order confirmation.
3. The electronic order confirmation **must** be in **PDF** format.
4. All further attachments and formats (.jpg, .tif, etc.) will be ignored or may cause problems when importing the order confirmation.
5. Each order must be confirmed without delay, but no later than four working days after receipt of the order, stating the exact day of delivery (not the calendar week).
6. Deviating or additional information, such as price increases and changes to drawings, can no longer be considered and accepted on the order confirmation or in the e-mail. This information must be sent to us separately.
7. **Non-compliance** with these rules may cause **delays** in the processing of order confirmations or result in them **not being processed at all**.

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Registered office:  
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Ulm District Court, HRB 640007  
VAT ID DE 144889422

Chairman of the Supervisory  
Board:  
Martin Kapp

## Annex 2

### Requirements for the acceptance of electronic invoices

VOLLMER only accepts electronic invoices that comply with certain conditions and rules. These rules are described in the following section.

The acceptance of electronic invoices is limited to Vollmer Werke Maschinenfabrik GmbH in Biberach.

#### Rules and requirements (valid from 1<sup>st</sup> October 2013)

1. All electronic invoices must be sent to the following e-mail address:  
**invoices-vobi@vollmer-group.com**
2. A **separate** e-mail must be sent for **each** invoice.
3. The electronic invoice **must** be in **PDF** format.
4. **Optional** attachments **in addition to** the invoice (e.g. terms and conditions, delivery notes, assembly reports, time sheets, etc.) must be combined in a single PDF file. This PDF file **must** be called "**attachment.pdf**".
5. A maximum of two files may be attached to the e-mail:  
**Invoice** (file name freely selectable) + **invoice attachment** (must be called "attachment.pdf")
6. All further attachments and formats (.jpg, .tif, etc.) will be ignored or may cause problems when importing the invoice.
7. **Non-compliance** with these rules may cause **delays** in invoice processing or result in invoices **not being processed at all**.
8. If an invoice cannot be processed, VOLLMER will request a new invoice.

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## Annex 3

### Information notice acc. to Art. 13 GDPR

We process personal data to the extent defined below:

Version: 09.10.2024

#### 1. Data processing controller

VOLLMER WERKE Maschinenfabrik GmbH  
Ehinger Straße 34  
88400 Biberach / Riss  
Germany

Tel.: +49 (0) 7351 571 0  
Fax: +49 (0) 7351 571 130  
E-mail: [INFO@VOLLMER-GROUP.COM](mailto:INFO@VOLLMER-GROUP.COM)

Registered office: Biberach  
Ulm District Court, HRB 640007

Authorised representative CEO: Andreas Böhm  
Chairman of the Supervisory Board: Martin Kapp

Our data protection officer can be contacted as follows:

VOLLMER WERKE Maschinenfabrik GmbH  
Data protection officer  
Ehinger Straße 34  
88400 Biberach / Riss  
Germany

E-mail: [DATENSCHUTZ@VOLLMER-GROUP.COM](mailto:DATENSCHUTZ@VOLLMER-GROUP.COM)

#### 2. Purpose of data processing and legal basis of consent for processing

The data processing of the personal data collected by us is effected acc. to Art. 6 (1) lit. b GDPR for the purpose of order processing within the framework of the contract concluded with the customer, particularly for contract processing and performance of the contract. After the fulfilment of the contractual duties, we process the personal data for the fulfilment of possible post-contractual obligations, such as warranty and/or guarantee claims. We also use the data acc. Art. 6 (1) lit. f GDPR for canvassing existing customers.

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### 3. Data categories and origin of data

We process the following categories of data: master data, communication data, contract data, if nec. payment information. All data processed by us was communicated to us beforehand by our customers.

### 4. Recipients

Insofar as this is required for the contract processing, we pass on the personal data to the following recipients: Assignees, payment processors, shipping companies, producers of the goods we distribute, service providers, if necessary insurance companies and authorities (such as the tax office).

### 5. Duration of storage

We save the personal data collected by us for as long as this is required for achieving the stated purposes and the legal retention periods stipulate.

### 6. Rights of the data subjects

(1) Users have the right to receive information free of charge at any time about:

- a) The purposes for which we process personal data;
- b) The categories of personal data that we process;
- c) The recipients or categories of recipients to whom the personal data was disclosed or is currently being disclosed;
- d) The planned duration of storage of the personal data concerning them or, if accurate details are not possible, criteria used to determine the storage period;
- e) All available information about the origin of the data, if the personal data is not collected from the data subject;
- f) The existence of an automated decision-making process including profiling in accordance with Article 22 (1 and 4) GDPR and – in these cases at least – meaningful information about the involved logic as well as the scope and intended effects of such processing for the data subject.

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(2) The users also have the following rights:

a) Right to correction

The users have a right to correction and/or completion against us, in cases where the processed personal data that relates to them is inaccurate or incomplete. We will carry out the correction immediately.

b) Right to the restriction of processing

Subject to the following conditions, the users can request to restrict the processing of the personal data that relates to them:

- I) If they contest the accuracy of the personal data that relates to them for a period which allows us to verify the accuracy of the personal data;
- II) The processing is unlawful and they oppose deletion of the personal data but instead request to restrict the use of the personal data;
- III) We no longer require the personal data for processing purposes, but they require it to assert, exercise or defend legal claims, or
- IV) If they have filed an objection to the processing in accordance with Article 21 (1) GDPR and it is not yet clear whether our legitimate reasons outweigh the reasons given by the users.

If processing of the users' personal data has been restricted, this data may only be processed – other than to save it – with the consent of the users or to assert, exercise or defend legal claims or to protect the rights of another natural or legal person or for reasons of important public interest for the EU or a member state.

If the processing was restricted based on the conditions above, we will inform the users before the restriction is lifted.

c) Right to deletion

I) Obligation of deletion

The users can request us to delete the personal data relating to them immediately, and we are obligated to delete this data immediately, if one of the following reasons applies:

The relevant personal data is no longer required for the purposes for which it was collected or otherwise processed.

The users withdraw their consent which supported processing in accordance with Article 6 (1a) or Article 9 (2a) GDPR, and there is no other legal basis for processing.

The users object to the processing in accordance with Article 21 (1) GDPR and there are no overriding legitimate reasons for the processing, or they object to the processing in accordance with Article 21 (2) GDPR.

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The personal data relating to the users was unlawfully processed.

The deletion of personal data relating to the users is required in order to meet a legal obligation under European Union law or the laws of member states with which the controller must comply.

The personal data relating to the users was collected in relation to information society services offered in accordance with Article 8 (1) GDPR.

II) Information to third parties

If we have made a user's personal data public and we are obliged to delete it in accordance with Article 17 (1) GDPR, then we will take appropriate measures (including those of a technical nature) in consideration of the available technology and the implementation costs, to inform other data processing controllers who are processing the personal data, that the user as the data subject has requested that all links to this personal data, or copies or replications of such data are deleted.

III) Exceptions

The right to deletion does not apply if the processing is required to exercise the right to freedom of expression and information, to fulfil a legal obligation which requires processing according to the laws of the EU or its member states, which the controller is subject to, or to perform a task which is in the public interest or in the exercise of public authority, which was passed on to the controller; for reasons of public interest in the area of public health in accordance with Article 9 (2h, i) as well as Article 9 (3) GDPR; for archiving purposes, scientific or historical research purposes in the public interest or for statistical purposes in accordance with Article 89 (1) GDPR, provided that the right mentioned in section a) will likely make implementing the objectives of this processing impossible or seriously disrupt it, or to assert, exercise or defend legal claims.

d) Right to information

I) If a user has asserted the right to correct, delete or restrict the processing against us, we are obligated to inform all recipients to whom the user's personal data was made public about this correction or deletion of data or restriction of processing, unless this proves to be impossible or it involves disproportionate effort.

II) The user is entitled to be informed by us about these recipients.

e) Right to data portability

Users have the right to the personal data relating to them, which they have given us, in a structured, conventional and machine-readable format. They also have the right to communicate this data to another controller without obstruction from us, provided that

I) processing is based on consent in accordance with Article 6 (1a) GDPR or Article 9 (2a) GDPR or on a contract in accordance with Article 6 (1b) GDPR and

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II) processing takes place using an automated procedure.

In exercising this right, users also have the right to have the personal data related to them communicated directly from one controller to another controller, where technically possible. This must not restrict the liberties and rights of other people.

The right to data portability does not apply to the processing of personal data which is required to perform a task that is in the public interest or in the exercise of public authority, which was passed on to the controller.

f) Right to object

- I) For reasons relating to their particular situations, users have the right to object at any time to the processing of their personal data, in accordance with Article 6 (1e or f) GDPR; the same applies to profiling based on these provisions.
- II) We will then cease processing the users' personal data, unless we can provide compelling legitimate reasons for doing so, which outweigh the users' interests, rights and freedoms, or unless the processing is used to assert, exercise or defend legal claims.
- III) If the users' personal data is processed to pursue direct advertising, they have the right to object at any time to the processing of their personal data for such advertising purposes; the same applies to profiling insofar as it is linked to direct advertising. At the current time, we are not conducting any such processing.
- IV) If the users object to data processing for direct advertising purposes, their personal data will cease to be processed for such purposes.
- V) Users have the opportunity to exercise their right to object via automated procedures which use technical specifications, in connection with the use of information society services – irrespective of Directive 2002/58/EC.
- VI) Users can also withdraw consent at any time, invariably with implications for the future, and refuse future use of their data, where permitted by the legal regulations.

g) Right to file a complaint with a supervisory authority

- I) Disregarding any other administrative or judicial remedy, the users have the right to file a complaint with a supervisory authority, especially in the member state where they live, work or the location of the suspected contravention, if they believe that the processing of their personal data contravenes the GDPR.
- II) The supervisory authority where the complaint was filed informs the complainant about the status and results of the complaint, including the option of judicial remedy in accordance with Article 78 GDPR.

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III) The supervisory authority responsible for us is:

German State Commissioner for Data Protection and Freedom of Information  
Baden-Wuerttemberg  
Postfach 10 29 32  
70025 Stuttgart, Germany

Königstr. 10a  
70173 Stuttgart, Germany

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09.10.2024

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