

## General Terms and Conditions of Sale

October 2021

### § 1 Scope of Application, Form

- (1) These General Terms and Conditions of Sale (GTCS) shall apply to all our business relationships with our customers (hereinafter referred to as the "buyer"), where we act as the seller or supplier. The GTCS shall only apply if the buyer is an entrepreneur (§14 of the German Civil Code (BGB)), a legal entity under public law or a special public asset.
- (2) The GTCS shall apply to contracts relating to the sale and/or delivery of movable items ("goods"), irrespective of whether we manufacture the goods ourselves or purchase them from external suppliers (§ 433 and § 651 of the German Civil Code), with the exception of those transactions which fall within the scope of application of our General Terms and Conditions for Digital Products. Unless otherwise agreed, the GTCS shall apply in the version which is valid at the time of the buyer's order or at least in the version last communicated to the buyer in writing as a framework agreement also for similar future agreements, without us having to refer to them again in each individual case.
- (3) Our GTCS shall apply exclusively. Any different, conflicting or supplementary General Terms and Conditions of the buyer shall only become part of the contract if and insofar as we have expressly approved their validity. This approval requirement shall apply at all times even if, for example, we make delivery to the buyer without reservation in full knowledge of the latter's General Terms and Conditions.
- (4) Individual agreements concluded with the buyer in a specific case (including incidental agreements, additions and amendments) shall always take precedence over these GTCS. A written contract or our written confirmation shall be authoritative proof of the content of these agreements, subject to proof to the contrary.
- (5) Legally relevant statements and notifications by the buyer regarding the contract (e.g. setting a deadline, notification of defects, withdrawal or reduction) shall be made in writing or text form (e.g. letter, e-mail or fax). Statutory formal requirements and other verifications shall not be affected, especially in case of doubt about the legitimacy of the declarant.

### § 2 Conclusion of Contract

- (1) Our offers shall be non-binding and subject to change. This provision shall also apply if we provide the buyer with catalogues, technical documentation (e.g. drawings, plans, calculations, references to DIN standards), other product descriptions, other information or documents – also electronically – (hereinafter referred to collectively as "documents"). We shall retain ownership rights and all copyrighted rights of use to these documents.

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The customer shall maintain secrecy regarding all documents, provided they are not in the public domain.

- (2) The buyer's order for goods shall be regarded as a binding contractual offer. Unless otherwise specified in the order, we shall be entitled to accept this contractual offer within four weeks of its receipt.
- (3) Acceptance may be notified either in writing (e.g. by means of an invoice, a delivery note or an order confirmation) or by delivering the goods to the buyer.

### § 3 Delivery Period and Delay in Delivery

- (1) The delivery period shall be agreed individually or shall be specified by us at the time of acceptance of the order. The agreed delivery times shall not constitute a fixed date transaction; delivery periods and dates shall only be regarded as approximate, unless they are expressly designated as binding in the order confirmation. The delivery period shall begin when we send the order confirmation, but not before we have received any documents, information on technical details, permits, releases and agreed advance payments required from the buyer. In the event of call-off orders, the call-off shall be made no later than three months before the requested delivery date.
- (2) The delivery period shall be deemed to have been observed if, before it expires, the goods have left the factory or notification of readiness for dispatch has been given, for as long as and until delivery is due on the basis of individual agreements. If acceptance has to take place, the acceptance date or alternatively notification of readiness for acceptance shall be decisive, except in the event of justified refusal of acceptance.
- (3) If we are unable to comply with binding delivery periods (unavailability of service) due to reasons for which we are not responsible, e.g. force majeure, strikes, lockouts, trade embargoes, shortage of raw materials and supplies, etc., we shall inform the buyer without delay and - if possible - also notify the estimated new delivery date. If the service is not available at all or not within the new delivery period, we shall be entitled to withdraw from the contract in full or in part; any payments already made by the buyer shall be reimbursed without delay. In particular, late self-delivery by our supplier shall be regarded as a case of unavailability of service within the meaning of this clause if we concluded a congruent covering transaction, neither we nor our supplier are culpable, or we have no obligation to purchase in an individual case. The above-mentioned circumstances shall not be our responsibility even if they occur during a pre-existing delay.
- (4) The occurrence of our delay in delivery shall be based on legal regulations. In any case, however, a reminder with an extension of the period of grace of at least one month shall be required from the buyer. If we are in default in delivery, the buyer may demand flat-rate compensation for the damage which he suffers as a result of the delay. The flat-rate

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compensation shall amount to 0.5% of the net price (delivery value) for each full calendar week of the delay, but totalling no more than 5% of the delivery value of the delayed goods. We shall reserve the right to prove that the buyer incurred no damage or significantly lower damage than the above-mentioned flat-rate amount.

- (5) If dispatch or acceptance of the delivery item is delayed by the buyer, for example owing to a default in payment, the delivery period shall be postponed for the duration of the delay caused by the buyer. Starting one month after notification that the goods are ready for dispatch or acceptance, the buyer shall be charged the costs incurred as a result of the delay, but at least 0.5% of the invoice amount for every month if they are stored at the supplier's premises. The contracting parties shall reserve the right to prove and assert higher or lower costs.
- (6) The buyer's rights in accordance with § 8 of these GTCS and our statutory rights, especially in the event of an exclusion of the performance obligation (e.g. owing to impossibility or unreasonableness of performance and/or supplementary performance), shall not be affected.

#### **§ 4 Delivery, Passing of Risk, Acceptance, Delay in Acceptance**

- (1) Delivery shall be effected ex-warehouse, where the warehouse shall also be the place of performance for delivery and any supplementary performance. At the request and expense of the buyer, the goods shall be dispatched to another destination (sales shipment). Unless otherwise agreed, we shall be entitled to define the method of shipment ourselves (in particular, the transport company, the transport route and packaging).
- (2) In principle, the risk of accidental loss and accidental deterioration of the goods shall be transferred when the goods are dispatched, but at the latest at the time of handover to the buyer or a third party appointed by the buyer. In the event of sales shipment, however, the risk of accidental loss or accidental deterioration of the goods and the risk of delay shall be transferred when the goods are delivered to the freight forwarder, the carrier or another other person or institution charged with executing the shipment. If acceptance is agreed, this shall apply to passing of risk. The statutory regulations relating to contracts for work and services shall also apply analogously to agreed acceptance. If the buyer fails to accept the goods on time, handover or acceptance shall still be deemed to have taken place.
- (3) If the buyer delays acceptance of the goods or fails to cooperate, or if our delivery is delayed for other reasons for which the buyer is responsible, we shall be entitled to claim compensation for the resulting costs, including additional expenses (e.g. warehousing costs). In this case we shall calculate flat-rate compensation amounting to at least 0.5% of the invoice amount for each month, starting with the delivery date or - if there is no delivery date - notification of readiness for dispatch of the goods.

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Proof of higher damage and our statutory claims (in particular reimbursement of additional expenses, adequate compensation, termination) shall not be affected; however, the flat rate shall be offset against further monetary claims. The buyer shall have the right to prove that we incurred no damage or significantly lower damage than the above-mentioned flat rate.

## § 5 Prices and Payment Terms

- (1) Unless otherwise agreed in an individual case, our current prices at the time of conclusion of the contract shall apply, i.e. ex-warehouse FCA, excluding packaging, plus statutory VAT.
- (2) In the event of sales shipment (§ 4 (1) of these GTCS), the buyer shall bear the transport costs ex-warehouse and the costs of any transport insurance requested by the buyer. The buyer shall pay any customs duties, fees, taxes and other public charges or costs incurred as a result of statutory regulations.
- (3) The purchase price shall become due on submission of an invoice and - with the exception of individual agreements according to § 1 (4) of these GTCS, shall be paid as follows:
  - a) Services and orders for spare parts amounting to less than €3,000.00 shall be due within 10 days (net). More than €3,000.00 following advance payment in full.
  - b) Machine orders amounting to less than €10,000.00:  
Within 10 days from the invoice date (strictly net).
  - c) For machine orders amounting to more than €10,000.00:  
1/3 on receipt of the order confirmation,  
1/3 six weeks before the confirmed delivery date,  
1/3 on receipt of the final invoice.  
In each case, payment shall be made within 10 days of the date of issue of the document, without deduction.
  - d) In the event of returns, we shall reserve the right to invoice our processing costs for re-storage to the amount of 10% of the value of the goods.
  - e) Timeliness of the payment shall depend on when we receive the money.
- (4) However, we shall be entitled at all times, even as part of an ongoing business relationship, to carry out deliveries in full or in part only against advance payment. We shall make a corresponding declaration of reservation at the latest with the order confirmation.

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- (5) The buyer shall be in default when the above payment period elapses. The purchase price shall be subject to interest at the applicable statutory default interest rate for the duration of default. We shall reserve the right to assert claims for further damages resulting from default.  
Our right to claim commercial maturity interest vis-à-vis merchants (§ 353 of the German Commercial Code) shall not be affected.
- (6) The buyer shall only be entitled to assert offsetting rights or retention rights if his claim is final and absolute or is undisputed. In the event of defects in delivery, the buyer's counterclaims, in particular according to § 8 (6) Sentence 2 of these GTCS, shall not be affected.
- (7) If contractual delivery takes place more than four months after the contract was signed, we shall be entitled to adjust the price to a reasonable extent in line with the changes to the applicable collectively agreed wages and/or material costs and/or further costs which occurred between conclusion of the contract and delivery. Irrespective of the above-mentioned four-month period, this provision shall apply even if we incur significantly higher purchase costs owing to unforeseeable decisions, in particular political or official decisions, e.g. the introduction of customs duties, and our price adjustment is based exclusively on these increases.
- (8) If, after conclusion of the contract, it becomes apparent that our claim to the purchase price is jeopardised by a lack of solvency on the part of the buyer, we shall be entitled in accordance with statutory regulations relating to refusal of performance (§ 321 of the German Civil Code) and - if necessary after granting a period of grace - to withdraw from the contract. In the case of agreements on the manufacture of specific items (individual products), we may withdraw from the contract immediately; the statutory regulations on the dispensability of setting a deadline shall not be affected.
- (9) For intra-Community deliveries, the buyer shall be obliged to provide his VAT registration number, other information required to check his tax exemption and the supporting documents necessary to prove this exemption. If the buyer does not comply with these obligations on time, the supplier shall not treat the delivery as exempt from tax. The supplier shall then be entitled to calculate and charge the applicable VAT. If the supplier incorrectly handles a delivery as exempt from tax due to incorrect information provided by the buyer, the buyer shall exempt the supplier from the tax liability and shall bear all the expenses.

## § 6 Reservation of Ownership

- (1) Until such time as we have received full payment of all our current and future claims from the purchase contract and an ongoing business relationship (secured claims), we shall retain ownership of the sold goods.

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- (2) The goods subject to reservation of ownership may not be pledged to third parties or assigned by way of security until the secured claims have been paid in full. The buyer shall inform us immediately in writing if an application is filed to open insolvency proceedings or if third parties have accessed the goods belonging to us (e.g. seizures).
- (3) In the event of a breach of contract by the buyer, in particular in the event of non-payment of the due purchase price, we shall be entitled to withdraw from the contract according to statutory regulations and/or to request the return of the goods based on our reservation of ownership. Any demand for the return of the goods shall not constitute a simultaneous declaration of withdrawal; rather, we shall only be entitled to demand the return of the goods and to reserve the right of withdrawal. If the buyer does not pay the due purchase price, we may only assert these rights if we unsuccessfully set the buyer a reasonable deadline for payment beforehand or if this deadline is unnecessary in accordance with statutory regulations.
- (4) Up until revocation in accordance with § 6 (4c) of these GTCS, the buyer shall be entitled to resell and/or process the goods under reservation of ownership in the ordinary course of business. In this case the following provisions shall also apply.
- (a) Reservation of ownership shall extend to the full value of the products resulting from processing, mixing or combination of our goods, whereby we shall be deemed to be the manufacturer. If the ownership rights of third parties continue in the event that our goods are processed, mixed or combined with goods of these parties, we shall acquire joint ownership proportionate to the invoice values of the processed, mixed or combined goods. This provision shall apply to the resulting product in the same way as the goods delivered under reservation of ownership.
- (b) The buyer shall hereby assign to us, by way of security, the claims against third parties resulting from the resale of the goods or the product in full or in the amount of our share in any joint ownership in accordance with the preceding paragraph. We shall accept this assignment. The buyer's obligations laid down in § 6 (2) of these GTCS shall also apply to the assigned claims.
- (c) In addition to us, the buyer shall still be entitled to collect the claims. We shall give an undertaking not to collect the claims as long as the buyer complies with his payment obligations towards us, there is no lack of solvency on the buyer's part and we do not assert our reservation of ownership by exercising a right under § 6 (3) of these GTCS. If this is the case, however, we may request the buyer to inform us about the assigned claims and their debtors, provide all information required for collection, hand over the associated documents and notify the debtors (third parties) about the assignment. We shall also be entitled in this case to withdraw the buyer's authority to resell and process the goods under reservation of ownership.
- d) If the realisable value of the securities exceeds our claims by more than 10%, we shall, at the request of the buyer, release securities of our choice.

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- (5) We shall be entitled to insure the goods against theft, breakage and other damage at the expense of the buyer, unless the buyer proves that he taken out such insurance.

## § 7 Licensing Terms for Supplied Software

- (1) If the delivery includes the permanent transfer of software, the use of this software shall be subject to the terms and conditions contained in our "End User Licence Agreement for Permanent Transfer of Software", which shall take precedence over these GTCS in the event of a conflict in their scope of application.
- (2) The "End User Licence Agreement for Permanent Transfer of Software" can be found on our homepage (<https://www.vollmer-group.com/en-uk/common/eula/>) and are enclosed with these GTCS as an Annex.

## § 8 Defect Claims by the Buyer

- (1) Unless otherwise stated below, statutory regulations shall apply to the buyer's rights in the event of material defects and defects of title (including incorrect and incomplete delivery, improper installation or inadequate assembly instructions). Claims of recourse against the supplier shall be excluded if the buyer or another entrepreneur processed the defective goods further, e.g. by incorporating them into another product.
- (2) Our liability for defects shall primarily be based on the agreement relating to the condition of the goods. All product descriptions, which form the subject of the individual contract or which we published (in particular in catalogues or on our Internet website), shall be regarded as an agreement relating to the condition of the goods.
- (3) If the condition has not been agreed, statutory regulations shall be applied to evaluate whether or not there is a defect (§ 434 (1) Sentences 2 and 3 of the German Civil Code). However, we shall assume no liability for public statements by the manufacturer or other third parties (e.g. advertising statements).
- (4) The buyer's defect claims shall depend on him complying with his statutory obligations to examine the goods and notify defects (§ 377 and § 381 of the German Commercial Code). If a defect is identified at the time of delivery, during inspection of the goods or at any subsequent time, the buyer shall immediately inform us in writing. Obvious defects shall always be reported in writing within 14 calendar days of delivery while any defects not identifiable during the inspection shall be notified in writing within the same period following their discovery. If the buyer fails to inspect the goods properly and/or report a defect, our liability for defects that are not reported or are not reported properly or in due time shall be excluded in accordance with statutory regulations.

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- (5) If the delivered item is defective, we may initially choose whether we provide supplementary performance by remedying the defect (rework) or by delivering a perfect item (replacement). Our right to refuse supplementary performance under the statutory conditions shall not be affected.
- (6) We shall be entitled to make the due supplementary performance dependent on the buyer paying the due purchase price. The buyer shall be entitled, however, to withhold a reasonable proportion of the purchase price in relation to the defect.
- (7) The buyer shall grant us the necessary time and opportunity for due supplementary performance and, in particular, shall hand over to us the rejected goods for inspection. In the event of a replacement delivery, the buyer shall return the defective item in accordance with statutory regulations. Supplementary performance shall not include disassembly or reinstallation of the defective item if we were not originally obliged to install it.
- (8) We shall bear or reimburse the expenses which are necessary for the purpose of inspection and supplementary performance, in particular transport costs, travelling expenses, labour costs and material costs, and, if applicable, removal and installation costs, in accordance with statutory regulations if a defect actually exists. Otherwise, we may demand compensation from the buyer for the costs incurred as a result of the unjustified request to remedy a defect (in particular testing and transport costs), unless the lack of a defect was not apparent to the buyer.
- (9) In urgent cases, e.g. if operational safety is jeopardised or to prevent disproportionate damage, the buyer shall have the right to remedy the defect himself and request us to reimburse any expenses which were objectively necessary. The buyer shall inform us about this self-performance without delay, if possible beforehand. The right to self-performance shall not exist if we would have been entitled to refuse corresponding supplementary performance in accordance with statutory regulations.
- (10) If supplementary performance fails or a reasonable period set by the buyer for supplementary performance has elapsed without success or is dispensable in accordance with statutory regulations, the buyer may withdraw from the purchase contract or reduce the purchase price. In the event of a minor defect, however, there shall be no right of withdrawal.
- (11) In the event of a defect of title due to the infringement of an industrial property right or copyright by the supplied goods that is not based on the buyer's own instructions or actions or changes to the goods by the buyer, we shall also be entitled to withdraw from the contract if we believe it to be unreasonable to procure the necessary utilisation rights or modify the goods to circumvent the respective law from economic aspects. With regard to any modification measures, the buyer shall assist us or make them possible.

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- (12) Even in the event of defects, claims by the buyer for damage or compensation for futile expenses shall only apply in accordance with § 8 of these GTCS and shall otherwise be excluded.

### **§ 9 Legal Infringements by the Supplied Goods**

- (1) If a third party asserts claims against the buyer on the basis of an infringement of industrial property rights or copyright by the supplied goods, the buyer shall inform us without delay as comprehensively as possible.
- (2) At our request, the buyer shall take all required cooperation measures which may serve to ward off the third-party claims or may be necessary; this provision shall also apply to direct action by the third party against us.
- (3) The buyer shall coordinate his defence of third-party claims with us. In case of doubt, the buyer shall follow our instructions if and insofar as the buyer is not solely responsible for the alleged infringement.

### **§ 10 Other Liability**

- (1) Unless these GTCS, including the following provisions, stipulate otherwise, we shall be liable for an infringement of contractual and non-contractual obligations in accordance with statutory regulations.
- (2) We shall be liable for compensation – irrespective of the legal reason – in the context of fault-based liability in the event of intent or gross negligence. In the event of simple negligence, we shall only be liable, subject to a more lenient standard of liability, in accordance with statutory regulations (e.g. for due care and diligence in our own affairs),
- a) for damage resulting from the loss of life, physical injury or damage to health,
- b) for damage resulting from the serious infringement of a material contractual obligation (obligation whose fulfilment is a prerequisite for proper performance of the contract and on whose fulfilment the contracting partners regularly rely and can expect to rely); in this case, however, our liability shall be limited to compensation for foreseeable, typically occurring damage.
- (3) The liability restrictions arising from §10 (2) of these GTCS shall also apply to breaches of obligation by or for the benefit of persons for whom we are responsible in regard to their culpability in accordance with statutory regulations. These liability restrictions shall not apply if we fraudulently concealed a defect or assumed a guarantee for the quality of the goods, or to claims asserted by the buyer in accordance with the German Product Liability Act.

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- (4) The buyer may only withdraw from or terminate the contract on account of a breach of obligation not relating to a defect if we are responsible for the breach of obligation. A free right of termination by the buyer (especially in accordance with § 651 and § 649 of the German Civil Code) shall be excluded. Otherwise, statutory regulations and legal consequences shall apply.

## § 11 Statute of Limitations

- (1) Notwithstanding § 438 (1) No. 3 of the German Civil Code, the general limitation period for claims arising from material defects and defects of title shall be one year from the date of delivery. If acceptance has been agreed, the limitation period shall commence at the time of acceptance.
- (2) However, if the goods are a building construction or an item which has been used for a building construction in accordance with its customary use and has caused a defect (building material), the limitation period shall be five years from the date of delivery in accordance with statutory regulations (§ 438 (1) No. 2 of the German Civil Code). Other special statutory provisions regarding the limitation period shall not be affected (in particular, § 438 (1) No. 1 and (3), § 444 and § 445b of the German Civil Code).
- (3) The above limitation periods under purchasing law shall also apply to contractual and non-contractual compensation claims by the buyer which are based on a defect in the goods, unless the application of the regular statutory limitation period (§ 195 and § 199 of the German Civil Code) would lead in an individual case to a shorter limitation period. However, claims to compensation asserted by the buyer in accordance with § 10 (2) Sentences 1 and 2(a) of these GTCS and in accordance with the German Product Liability Act shall only become statute-barred after the statutory limitation periods.

## § 12 Packaging

The Customer shall be responsible for disposing of the packaging material. Insofar as Vollmer Werke Maschinenfabrik GmbH is obliged under the German Packaging Ordinance to take back the packaging used for transport, the buyer shall bear the costs for the return transport of the utilised packaging and the reasonable costs of recycling. If the returned packaging cannot be reused, the buyer shall pay the costs of recycling the materials. In addition, the buyer may be required to pay customs duties, customs clearance costs, taxes and charges incurred for the collection of the transport packaging.

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VAT registration number  
144889422

CEO:  
Dr.-Ing. Stefan Brand  
Jürgen Hauger  
Chairman of the Supervisory  
Board:  
Martin Kapp

### § 13 Data Protection

- (1) We shall only process the personal data we collect to the extent permitted by law, i.e. especially for the purpose of performing the underlying contract (Article 6 (1b) of the General Data Protection Regulation (GDPR)), on the basis of our legitimate interests (Article 6 (1f) of the GDPR) or in the context of consent having been granted (Article 6 (1a) of the GDPR). We shall only disclose this data to third parties when it is necessary to meet our contractual obligations. We shall ensure in this respect that these third parties also comply with the data protection regulations of the European Union and the Federal Republic of Germany.
- (2) With regard to specific data processing operations during visits to our website, we refer to the privacy notice on our website (<https://www.vollmer-group.com/en-uk/common/privacy-notice/>).
- (3) The information required in accordance with the GDPR on the extent of collection and processing of this data and the rights of the data subject can be found in the Annex to these GTCS.

### § 14 Applicable Law and Place of Jurisdiction

- (1) German law shall apply to these GTCS and the contractual relationship between us and the buyer to the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.
- (2) If the buyer is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special public asset, the exclusive place of jurisdiction – also internationally – for all disputes arising directly or indirectly from this contractual relationship shall be the registered office of VOLLMER WERKE Maschinenfabrik GmbH in Biberach/Riss. This provision shall also apply if the buyer is an entrepreneur as defined in §14 of the German Civil Code. In all cases, however, we shall be entitled to lodge a claim at the place of performance of the delivery obligation in accordance with these GTCS or an overriding individual agreement, or at the general place of jurisdiction of the buyer. Overriding statutory provisions, especially relating to exclusive jurisdictions, shall not be affected.

These GTCS were last revised on: 10/2021

Annexes to these GTCS:

Annex 1: Information letter in accordance with Article 13 of the GDPR

Annex 2: End User Licence Agreement for the Permanent Transfer of Software

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Board:  
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## **Annex 1: Information notice acc. to Art. 13 GDPR**

We process personal data to the extent defined below:

### **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: Dr.-Ing. Stefan Brand, Jürgen Hauger  
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.

(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.

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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.

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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
- 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.

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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.
- 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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Fax: +49 (0) 711 61 55 41 15  
E-mail: [poststelle@lfdi.bwl.de](mailto:poststelle@lfdi.bwl.de)

Website: [WWW.BADEN-WUERTTEMBERG.DATENSCHUTZ.DE](http://WWW.BADEN-WUERTTEMBERG.DATENSCHUTZ.DE)

28.10.2021

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## Annex 2

### End User Licence Agreement for the permanent transfer of software (EULA)

by VOLLMER WERKE Maschinenfabrik GmbH  
(hereinafter referred to as the "Licensor")

#### Section 1 Validity of the terms of the Agreement/subject matter of the Agreement

- (1) This End User Licence Agreement is concluded between the Licensee and the Licensor. The Licensee hereby confirms that they have acknowledged and agree with the following provisions in their entirety.
- (2) The software transferred by the Licensor along with any user manuals and instructions supplied are protected by copyright. The Licensee shall acquire ownership of the software carrier (e.g. a CD-ROM or the machine on which the software has been pre-installed), but not of the software itself. This shall remain the intellectual property of the Licensor and/or the relevant legal owner if the Licensor provides the Licensee with third-party software. The Licensee shall only acquire the right to use the software in accordance with the Agreement. Copyright, patent rights, trademark rights and all other neighbouring rights and industrial property rights to the software and to the above-named objects which have been transferred by the Licensor to the Licensee shall remain exclusively with the Licensor under the relationship between the Licensor and the Licensee.
- (3) If and insofar as the licensed software is an open-source software, its licence terms shall take precedence over this EULA. The licence terms are attached to the software.

#### Section 2 Scope of use

- (1) Upon conclusion of the Licence Agreement, the Licensee shall acquire a non-exclusive, transferable right to use the software and this right shall be unlimited in terms of time. Where, under the main agreement to this Licence Agreement, software has been leased only for a limited time, the right to use the software shall also be limited in terms of time. "Use" refers to any permanent or temporary duplication (copying) of the software by storing, loading, running or displaying it for the purposes of executing the software and processing the data contained in the software. The Licensee is also entitled to execute the specified actions for the purpose of observation and investigation and in order to test the software.

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- (2) The software copy may be modified or revised where this is necessary for the intended use, or use in accordance with the Agreement, to connect with other software or for error correction. Additional modifications or revisions are expressly excluded. In particular, any company names, brand names, copyright notices or other notices relating to the reservation of rights contained in the software must not be modified or deleted and shall be transferred in accordance with any versions of the software modified or revised in accordance with sentence 1.
- (3) Decompilation of the software codes is only permitted under the statutory limitations set out in Section 69e German Copyright Act (UrhG) and only if the Licensor has not provided the Licensee with the information required to establish interoperability despite being previously requested to do so. Additional retranslations are excluded. This provision on decompilation shall not apply if individual licence terms (e.g. for free or open-source software) expressly permit decompilation under certain conditions. In that case, the respective individual licence terms shall take precedence over this EULA.
- (4) The Licensee is entitled to make a backup copy of the software copy. Where the software copy is provided with technical copyright protection, the Licensee shall have the right, in the event that the software copy is damaged, to request another software copy from the Licensor upon presentation of an error report.

### Section 3 Licence fees

Where a separate licence fee is due, the provisions relating to this shall be set out in the underlying main agreement. In this respect, reference is made to this agreement.

### Section 4 Passing on the software copy

- (1) The Licensee is entitled to pass on the software copy, in its original state and as a whole together with a copy of this Agreement, to a subsequent user. The Licensee undertakes to hand over to the subsequent user, to the extent required, the original data carrier, this Licence Agreement and the applicable T&Cs of the Licensor. The passing on of the software copy and Agreement shall simultaneously represent an offer from the Licensor to the sub-purchaser upon conclusion of an identical agreement. The sub-purchaser shall indicate their acceptance by accepting the software copy.
- (2) By passing on the software copy, the right to use in accordance with Section 1 shall be transferred to the subsequent user who, under the provisions of this Agreement, shall thereby take the place of the Licensee. At the same time, the right to use of the original Licensee shall lapse in accordance with Section 1.

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- (3) When passing on the software copy, the Licensee shall delete or destroy in some other way, immediately and fully, all existing duplicate copies and partial copies of the software copy, as well as any modified or revised versions along with any copies and partial copies made of these. This shall also apply to all backup copies.
- (4) Paragraphs (1) to (3) also apply if passing on a software copy is part of a temporary and/or free-of-charge transfer.
- (5) The Licensee is not permitted to issue sub-licences.

## **Section 5 Other rights, data protection**

- (1) All further rights to use and exploitation of the software copy shall remain reserved. In particular, the Licensee is not entitled to use the software copy and/or amended or revised versions of the same on more than one computer or machine simultaneously. The exploitation rights of the Licensee to in-house software which is developed or run in accordance with the intended use of the software transferred by the Licensor, as well as all other work results obtained when using the software, shall remain unaffected.
- (2) Leasing the software copy or parts thereof is expressly prohibited.

## **Section 6 Warranty**

It should be noted that it is not possible to develop software in such a way that it is error-free for all conditions of use. The Licensor warrants that the software copy is suitable for use as set out in the program description it has issued and which is applicable at the time of transfer to the Licensee, and/or for the operation of the machine in accordance with the Agreement.

## **Section 7 Support agreement**

If, in addition to the Licence Agreement, an agreement exists on maintaining and updating the software (support/service agreement), the notice periods, services and costs/fees that exist in this respect shall be derived exclusively from this.

## **Section 8 Miscellaneous**

- (1) Amendments or additions to this End User Licence Agreement must be made in writing. That also applies to changes to the written-form requirement.

VOLLMER WERKE  
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CEO:  
Dr.-Ing. Stefan Brand  
Jürgen Hauger  
Chairman of the Supervisory  
Board:  
Martin Kapp

- (2) Should any individual provision(s) of this Agreement be or become legally ineffective, this shall not affect the validity of the remaining provisions of the Agreement.
- (3) The law of the Federal Republic of Germany, with the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG), shall apply to this Agreement.
- (4) The place of performance and the place of jurisdiction for all disputes arising from or in connection with this Licence Agreement shall be the registered office of the Licensor (Biberach an der Riss, Germany). The Licensor shall also have the right to bring legal action against the Licensee based on violations of this Agreement at the Licensee's main place of business.

28.10.2021

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