Privacy statement for order processing of the company Hüdig GmbH & Co. KG

Preamble

This condition describes the obligations of the contracting parties regarding data protection arising from the contracts of the parties. It applies to all activities related to a contract where employees of the contractor or agents of the contractor process personal data of the customer.

§ 1 Scope of Application and Responsibility

The contractor processes personal data on behalf of the customer. This includes activities that are specified in the respective contract and, if applicable, in the service description. Within the scope of each contract, the customer is solely responsible for compliance with the statutory provisions of the data protection laws, in particular for the legality of the data transfer to the contractor and for the legality of the data processing ("person responsible" within the meaning of Article 4 para. 7 DS-GVO).

The contractor's data protection obligations are laid down in the contract and may subsequently be amended, supplemented or replaced by the customer in writing or in an electronic format (text form) by individual instructions (individual instruction). Oral instructions must be confirmed immediately in writing or in text form.

§ 2 Duties of the Contractor

1. The contractor may only process data of affected persons within the scope of the order and the instructions of the customer, unless there is an exceptional case within the meaning of Article 28 para. 3 a) DS-GVO. The contractor shall inform the customer without delay if he is of the opinion that an instruction violates applicable laws. The contractor may suspend the implementation of the instruction until it has been confirmed or amended by the customer.

2. The contractor shall arrange the internal organisation within his area of responsibility in such a way that it meets the special requirements of data protection. He shall take technical and organisational measures to ensure adequate protection of the data of the customer which meet the requirements of the Data Protection Basic Regulation (Art. 32 DS-GVO). The contractor shall take technical and organisational measures to ensure the confidentiality, integrity, availability and resilience of the systems and services in connection with the processing in the long term. The customer is aware of these technical and organisational measures and is responsible for ensuring that they offer an appropriate level of protection for the risks of the data to be processed.

The contractor reserves the right to change the security measures taken, but must ensure that the level of protection does not fall below a reasonable or contractually agreed level.

3. The contractor shall support the customer to the extent possible in fulfilling the requests and claims of the persons concerned in accordance with chapter III of the DS-GVO and in complying with the obligations set out in Articles 33 to 36 of the DS-GVO. This expenditure shall be reimbursed to the contractor by the customer at the contractor's applicable hourly rates.

4. The contractor guarantees that the employees involved in the processing of the customer's data and other persons working for the contractor are prohibited from processing the data outside the instructions. Furthermore, the contractor warrants that the persons authorised to process the personal data have undertaken to maintain confidentiality or are subject to an appropriate statutory duty of confidentiality. The obligation of confidentiality shall continue to apply even after the order has been completed.

5. The contractor shall inform the customer immediately if he becomes aware of any violations of the protection of personal data of the customer.

The contractor shall take the necessary measures to secure the data and to reduce possible negative consequences for the affected persons and shall consult with the customer immediately.

6. The contractor shall name the contact person for data protection issues arising within the scope of the contract to the customer.

7. The contractor guarantees to fulfil his obligations according to Art. 32 para. 1 lit. d) DS-GVO and to use a procedure for the regular review of the effectiveness of the technical and organisational measures to guarantee the security of the processing.

8 The contractor shall correct or delete the data which are the subject of the contract if the customer instructs to do so. If a deletion in conformity with data protection or a corresponding restriction of data processing is not possible, the contractor shall undertake the destruction of data media and other materials in conformity with data protection on the basis of an individual order by the customer or return these data carriers to the customer, unless already agreed in the contract.

In special cases, to be determined by the customer, a storage or transfer, remuneration and protective measures are to be agreed separately, unless already agreed in the contract.

9. Data, data mediaand all other materials shall either be handed over or deleted at the customer's request at the end ofthe order.

10. In the event of a claim against the customer by an affected person with regard to any claims pursuant to Art. 82 DS-GVO, the contractor undertakes to support the customer in defending the claim to the extent possible. The expenditures described above shall be reimbursed by the customer to the contractor at the contractor's current prices in accordance with the price list.

§ 3 Obligations of the Customer

1. The customer has to inform the contractor immediately and completely if he discovers errors or irregularities in the order results concerning data protection regulations.

2. In the event of a claim against the customer by an affected person with regard to any claims pursuant to Art. 82 DS-GVO, §3 para. 10 shall apply mutatis mutandis.

3. The customer shall name the contact person for data protection issues arising within the scope of the contract to the contractor.

§ 4 Inquiries from Affected Persons

If an affected person addresses deletion or information requests to the contractor for correction, the contractor shall refer theaffected person to the contractor, provided that assignment to the contractor is possible according to the data of the affected person. The customer shall forward the request of the affected person to the contracting authority without delay. The contractor shall support the customer within the scope of his possibilities on instruction if agreed. The contractor shall not be liable if the customer does not respond to the request of the affected person, does not respond correctly or does not respond in due time.

§ 5 Possibilities of Proof

1. The contractor shall prove to the customer by any appropriate means that the obligations laid down in this contract have been fulfilled.

2. Should inspections by the customer or an inspector commissioned by the customer be necessary in individual cases, these shall be carried out during normal business hours without disrupting the course of operations after registration, taking into account an appropriate lead time. The contractor may make this dependent on prior notification with a reasonable lead time and on the signing of a confidentiality agreement with regard to the data of other customers and the technical and organizational measures set up. If the inspector commissioned by the customer is in a competitive relationship with the contractor, the contractor has a right of objection against this.

The contractor shall be remunerated for his expenditures at his respective valid hourly rates for support in carrying out an inspection with the customer.

3. If a data protection supervisory authority or another sovereign supervisory authority of the customer carries out an inspection, paragraph 2 shall apply accordingly. It is not necessary to sign a

confidentiality agreement if this supervisory authority is subject to professional or legal confidentiality, where a violation is punishable under the criminal code.

§ 6 Subcontractors (further contract processors)

1. The contractor shall use various subcontractors to fulfil its contractual obligations. These can be named on request in the event of data protection problems.

2. Such a subcontractor relationship exists if the contractor commissions further contractors to perform all or part of the services agreed in the contract. The contractor shall enter into agreements with these third parties to the extent necessary to ensure appropriate data protection and information security measures.

The customer agrees that the contractor shall engage subcontractors. The contractor shall inform the customer with three weeks' notice before subcontractors are called in or replaced. The customer may object to the change - within a reasonable period - for good cause. If there is no objection within the period, the consent to the change shall be deemed to have been given.

3. If the contractor places orders with subcontractors, the contractor shall be obliged to transfer its data protection obligations under this contract to the subcontractor.

§ 7 Duty to Provide Information, Written Form Clause, Choice of Law

1. Should the data of the customer be endangered by seizure or confiscation, by insolvency or composition proceedings or by other events or measures of third parties, the contractor must inform the customer immediately. The contractor shall immediately inform all persons responsible in this context that the sovereignty and ownership of the data lies exclusively with the customer as the "person responsible" within the meaning of the Basic Data Protection Regulation.

2. Amendments and supplements to these terms and conditions and all their components - including any assurances given by the contractor - shall require a written agreement, which may also be in an electronic format (text form), and an express reference to the fact that these terms and conditions have been amended or supplemented. This also applies to the waiver of this formal requirement.

In the event of any contradictions, the provisions of this annex on data protection shall take precedence over the provisions of the contract. Should individual parts of these conditions be invalid, this shall not affect the validity of the remaining parts of the appendix.

3. German law shall apply.

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