

# Delivery and Payment Terms and Conditions of SCHROTH Safety Products GmbH

## I. Preface, Scope of Application

- The following delivery and payment terms and conditions ("Terms") shall apply exclusively to the entire business relationship between us, SCHROTH Safety Products GmbH, and the customer. Within the scope of an ongoing business relationship with entrepreneurs, these Terms shall also apply to any and all future contracts with these entrepreneurs, without us having to refer to them again in each individual case.
- A "Consumer" within the meaning of these Terms is any natural person who enters into a legal transaction for purposes that predominantly are outside his/her trade, business or profession (section 13 of the German Civil Code - *Bürgerliches Gesetzbuch* - "BGB").  
An "Entrepreneur" within the meaning of these Terms is a natural or legal person or a partnership with legal personality who or which, when entering into a legal transaction with us, acts in exercise of his/her/its trade, business or profession (section 14 subsection 1 BGB). Public legal entities and special funds under public law shall also be deemed to be Entrepreneurs within the meaning of these Terms.  
Customers within the meaning of these Terms are Consumers as well as Entrepreneurs ("Customer").
- Any and all contrary general terms and conditions of the Customer, or terms and conditions which deviate from our Terms or from statutory provisions, do not become part of the contract, even if we act in knowledge of them, unless their application is expressly agreed. This requirement of consent also applies, if we do not explicitly object to the general terms and conditions of the Customer, accept payments of the Customer without reservation or effect deliveries without reservation.
- Any and all commercial terms shall be construed in accordance with the Incoterms® as amended at the time of the conclusion of contract.

## II. Conclusion of Contract

- Any and all information on the Internet or contained in brochures, advertisements or other advertising material is non-binding; its sole purpose is to initiate contract negotiations leading to the conclusion of a purchase contract ("Contract"). Misprints, modifications, and errors excepted.
- In case the Customer is an Entrepreneur, the following shall apply:
  - The purchase order placed by the Customer constitutes a binding offer. For a duration of 14 days after dispatch, the Customer remains bound to a purchase order sent (e.g. by letter, fax or e-mail) and not yet accepted by us. We are entitled to accept the purchase order within this time limit. Decisive for the compliance with this time limit is the moment the Customer receives our acceptance.
  - The Contract shall come into existence with the receipt of our acceptance by the Customer in due time. Besides, the Contract with the Customer also comes into existence by the delivery of the goods ordered by the Customer.
- In case the Customer is a Consumer, the following shall apply:
  - A Contract between us, as a contracting party, and the Customer comes into existence by an offer and its acceptance. Any Customer requests sent by means of distance communication (e.g. letter, fax, phone, e-mail) are not binding. After having received a request, we will submit an offer to the Customer by letter, fax or e-mail which states the details of the Customer's request (i.e. essential characteristics of the goods, quantities, prices, total price and, as the case may be, any and all additional freight, delivery or shipping costs as well as any and all other eventual costs on a case-by-case basis) and to which these Terms are attached to ("Offer"). However, we are not obliged to submit an Offer. A Contract between us and the Customer comes into existence at the moment the Customer receives our Offer by letter, fax or e-mail. However, if our Offer is explicitly designated as "subject to change" or "non-binding", a Contract only comes into existence by a purchase order of the Customer by letter, fax or e-mail, placed in reference to our non-binding Offer and our corresponding order confirmation.
  - After the conclusion of the Contract, but at the latest upon delivery of the goods, we will provide the Customer with a confirmation of the Contract on a permanent data carrier (e.g. by letter, fax or e-mail) stating the details of the Contract.

## III. Delivery Dates and Delivery

### 1. Delivery Dates

- We will agree on individual dates for the delivery of goods ("Delivery Dates") with the Customer by phone, letter, fax or e-mail and/or state them upon contract conclusion. Any and all agreed Delivery Dates are subject to timely delivery from our suppliers.

In case the Customer is a Consumer, the reservation of timely delivery from our suppliers shall only apply, if we have properly ordered the goods from our suppliers, but have not been supplied in due form or in a timely manner (congruent cover transaction). A further requirement is that we are not responsible for the non-availability of the goods and have not assumed a procurement risk for the ordered goods, for example by having agreed to an unrestricted obligation in kind. We will notify the Consumer immediately of the non-availability of goods and will reimburse any and all payments made by the Consumer without delay.

- The moment of dispatch of the goods is decisive for the compliance with the Delivery Dates. In case the goods cannot be dispatched in a timely manner with no fault attributable to us, the Delivery Dates are deemed to be complied with upon notification of readiness for dispatch.
- Events of force majeure, such as industrial actions, official measures, as well as any other disturbances which were not caused by our negligence and which prevent us temporarily from complying with our obligations, entitle us to postpone the delivery by a period equal to the period of interruption caused by an event of force majeure. In case of permanent impediment to performance, we and the Customer have the right to revoke the Contract.
- In case we are in delay with delivery, the Customer is entitled to revoke the Contract, provided that the Customer has already set us an appropriate time limit for the provision of services, unless such a deadline is dispensable according to law.

### 2. Delivery

- In case the Customer is a Consumer, we dispatch the goods to the delivery address referred to in the purchase order of the Customer.
- In case the Customer is an Entrepreneur, the delivery of the goods is made ex works (EXW) at the agreed place of delivery, unless otherwise agreed upon in the Contract. In case the Customer fails to collect the goods within seven (7) calendar days after the agreed Delivery Date, it is at our discretion, after having set an appropriate time limit, to choose between our right to revoke the Contract or to claim damages.
- Unless otherwise agreed upon, the goods shall be shipped without insurance coverage.

## IV. Consumer's Statutory Cancellation Right

- Consumers have the following cancellation right

### Cancellation Policy

#### Cancellation Right

You have the right to cancel the Contract without giving any reasons within fourteen days. The cancellation period is fourteen days,

- in case of a purchase contract, as of the day on which you or any other third party designated by you and who is not the carrier, has taken possession of the goods.
- in case of a Contract concerning several goods, which the Consumer has ordered within the scope of one order, but which are delivered separately, as of the day on which you or any other third party designated by you and who is not the carrier, has taken possession of the last commodity;
- in case of a Contract concerning the delivery of a commodity in several separate consignments or pieces, as of the day on which you or any other third party designated by you and who is not the carrier, has taken possession of the last separate consignment or the last piece.

In order to exercise your cancellation right, you must inform us, SCHROTH Safety Products GmbH, Im Ohl 14, D-59757 Arnsberg, phone: +49 (0)2932 97420, fax: +49 (0)2932 974242, e-mail: [germany@eu.schroth.com](mailto:germany@eu.schroth.com), by sending an explicit declaration (such as a letter sent by post, Fax, or e-mail) stating your decision to cancel this Contract. Please feel free to use the attached standard cancellation form, however, this is not mandatory.

To comply with the cancellation period, it is sufficient for you to send your communication concerning the exercise of the cancellation right before the end of the deadline.

#### Cancellation Effects

If you cancel this Contract, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us) without undue delay and not later than fourteen days after the day on which we are informed about your decision to cancel this Contract. We will make the reimbursement by using the same means of payment you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement. We may withhold the reimbursement until we have received the goods back or until you have supplied evidence of having sent back the goods, whichever is the earliest.

You shall send back the goods or hand them over to us without undue delay, and in any event not later than fourteen days as of the day on which you communicate your cancellation of this Contract to us. The deadline is met, if you send back the goods before the period of fourteen days has expired.

We shall bear the costs of the return shipment of the goods.

You shall only be liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

### Standard Cancellation Form

(If you wish to cancel this Contract, please complete and submit this form.)

- To SCHROTH Safety Products GmbH, Im Ohl 14, D-59757 Arnsberg, phone: +49 (0)2932 97420, fax: +49 (0)2932 974242, e-mail: [germany@eu.schroth.com](mailto:germany@eu.schroth.com);
- I/we (\*) hereby give notice that I/we (\*) cancel my/our (\*) contract of sale of the following goods (\*) / the provision of the following service (\*)
- Ordered on (\*) / received on (\*)
- Name of Consumer(s)
- Address of Consumer(s)
- Signature of Consumer(s) (only if this form is sent on paper)
- Date

(\*) Delete as appropriate

- Nonexistence and/or expiration of Consumer's cancellation right

In case of the following contracts, a cancellation right does not exist and/or becomes extinct:

- Contracts for the supply of goods which are not prefabricated, but made to the consumer's choices or specifications or which are clearly tailored to the personal needs of the consumer;
- Contracts for the supply of goods, if they are, due to their design and construction, inextricably mixed with other goods after delivery.

## V. Retention of Title

- In case of Contracts concluded with Consumers, we reserve the right to ownership of the goods until the full payment of the purchase price (hereinafter "Reserved Goods").

In case of Contracts concluded with Entrepreneurs, we reserve the right to ownership of the Reserved Goods until the full payment of any and all accounts receivable from a current business relationship.

- The Customer is obliged to handle the Reserved Goods with care.

Furthermore, should the Customer be an Entrepreneur, the Customer shall insure the Reserved Goods against the risk of loss or damage to the goods, accidental loss or damage caused by fire, water, and burglary as of the time of the passing of risk. In addition, the Customer shall insure the Reserved Goods in transit against the risk of loss, damage, and destruction. In case of loss, destruction or damage of the Reserved Goods, the Entrepreneur shall notify us without delay and shall provide us, upon request, with any and all damage related documents concerning the Reserved Goods, in particular, but not limited to, damage assessments; furthermore, the Entrepreneur shall inform us about the existing insurances and, at our discretion, either provide us with the insurance certificate or with a chattel paper issued by the insurer for our Reserved Goods.

- The Customer shall notify us immediately of any access of third parties to the Reserved Goods, such as in case of a seizure, as well as of any possible damage to or the destruction of the Reserved Goods. The customer shall notify us of any change in possession of the Reserved Goods, as well as of any change of residence.

4. Customer's conduct in breach of Contract, in particular, but not limited to, delay in payment or a breach of an obligation set forth in section V. 2, 3, 5, 7 and 8 of this provision entitles us to revoke the Contract and to ask for the return of the Reserved Goods in accordance with the legal requirements.
5. In case the Customer is an Entrepreneur, the Customer is authorized to resell the Reserved Goods in the course of the regular business. By way of security and with immediate effect, the customer assigns to us any and all accounts receivable arising in connection with the resale of the Reserved Goods to third parties. Hereby we accept the assignment. After the assignment, the Entrepreneur remains entitled to collect the accounts receivable. We reserve the right to cancel any direct debit authorizations and to collect the account receivable directly in this case, as soon as the Entrepreneur fails to meet his/her/its payment obligations and is in delay or default in payment. In case we cancel the direct debit authorization, the Entrepreneur shall, upon request, inform us without delay about the debtors of the assigned claims and to provide us with the necessary information and documents for the collection of the accounts receivable.

Furthermore, after having sent a corresponding advance notice to the Entrepreneur, we are entitled to disclose the assignment of the account receivable to the garnishee.

In case the Reserved Goods are resold together with other goods which are not our property, the Entrepreneur's claim against his/her/its buyers shall be deemed assigned in the amount of the purchase price for the Reserved Goods agreed upon between us and the Entrepreneur.

6. We undertake to release our securities (Reserved Goods and the items or claims replacing the Reserved Goods), insofar as their estimated value exceeds the amount of the secured claims by more than 50 %. We are free to choose the securities to be released according to the preceding sentence.
7. Any and all pledge or transfer by way of security of Reserved Goods is inadmissible. In the case of seizures, confiscations or other measures by third parties, we shall be notified immediately.
8. In case the Customer is an Entrepreneur, the Customer is permitted to process the Reserved Goods, or to mix or combine them with other items. At all times, the Entrepreneur carries out the processing, mixing or combining (hereinafter jointly referred to as "Processing") of the Reserved Goods free of charge for us and on our behalf as manufacturer pursuant to section 950 BGB. In case of Processing by the Entrepreneur with other goods which are not our property, we will acquire co-ownership of the newly manufactured goods in the ratio of the invoice value of the processed Reserved Goods to the invoice value of the other processed goods. Besides, the provisions regarding the Reserved Goods shall apply accordingly to any and all items produced by Processing to which we acquire full or partial ownership, insofar as the provisions refer to Entrepreneurs.

#### VI. Transfer of Risk

1. In case the Customer is an Entrepreneur, the risk of accidental loss and accidental deterioration of the goods passes to the purchaser upon delivery, and in case of a sales shipment as soon as the item has been handed over to the forwarder, carrier or other person or body specified to carry out the shipment.
2. In case the Customer is a Consumer, even in case of a sales shipment, the risk of accidental loss and accidental deterioration of the sold item shall only be transferred upon delivery of the item to the purchaser. Notwithstanding, in case of a sales shipment, the risk of accidental loss and of accidental deterioration passes to the Customer as soon as the item is handed over to the forwarder, carrier or other person or body specified to carry out the shipment, if the Customer commissioned the forwarder, carrier or other person or body specified to carry out the shipment, and if we have not informed the Customer of this person or company beforehand.
3. If the Customer is in default of acceptance of delivery, this is equivalent to delivery.

#### VII. Liability for Defects

1. In case the Customer is a Consumer, the following shall apply: in case of defects, the Customer's rights shall be governed by the statutory provisions.
2. In case the Customer is an Entrepreneur, the following shall apply:
  - 2.1 In case of defective goods, we provide, at our discretion, remedy by supplementary performance or by substitute delivery.
  - 2.2 In case the supplementary performance fails, the Customer is entitled to choose, at his/her/its discretion, either to revoke the Contract or to reduce the purchase price.
  - 2.3 The Customer must notify us of apparent defects in writing within a period of two (2) weeks as of receipt of the goods. We must be notified of any and all hidden defects in written form immediately after they have been discovered, but at the latest within a period of two (2) weeks after discovery. Failing this, the assertion of the warranty claim with regard to this defect shall be excluded. For the compliance with the time limit, the timely dispatch of the notification suffices. The Entrepreneur shall bear the burden of proof for the defect as such, for the moment of detection of the defect, and for the timeliness of the notification of the defect.
  - 2.4 The Customer's claim bases on defects set forth in this section VII. 2. shall become time-barred within one (1) year after the statutory commencement of the limitation period; a corresponding cutoff period shall apply in case of claims relating to a defect. By way of derogation, the statutory limitation period shall apply a) with regard to any and all claims and rights of the Customer in the cases of section 438 subsection 1 no. 1 BGB, section 438 subsection 1 no. 2 BGB, section 479 subsection 1 BGB, and section 634a subsection 1 no. 2 BGB, as well as in case of a fraudulent intent or b) in case of an injury to life, body or health, claims under the German Product Liability Act (*Produkthaftungsgesetz*), and in case of breaches of duty committed with gross negligence or intent.
  - 2.5 Apart from the claims set forth in this section VII. 2., the Customer shall have no further claims or rights based on defects, except for the claims for damages and compensation for expenses. Claims for damages and compensation of expenses shall be governed by section VIII.
3. We do not give the Customer any guarantees within the legal meaning. Any and all manufacturer guarantees remain unaffected hereof.

#### VIII. Limitation of Liability

1. We are not liable to the Customer for any damages and reimbursement of expenses, irrespective of the legal grounds (contract, tortious act, breach of contractual obligations, indemnification, etc.).
2. Our preceding exclusion of liability shall not apply in cases of a liability under the German Product Liability Act, in cases of intent or gross negligence, in cases of culpable injury to life, body or health, and in case of an infringement of essential contractual obligations, i.e. such duties whose fulfillment is essential for enabling the due performance of the Contract and on whose observation the Customer habitually relies and may rely on.
3. However, insofar as we are not liable for intent, gross negligence, injury to life, limb or health or pursuant to the Product Liability Act, our liability due to an infringement of essential contractual obligations shall be limited to foreseeable damages which are characteristic of such contracts.

4. Should our liability be limited or excluded pursuant to the preceding sections, this shall also apply to the corresponding personal liability of our employees, vicarious agents, and legal representatives.
5. The above regulations do not lead to a change of the burden of proof to the disadvantage of the Customer.

#### IX. Prices / Payment

1. In case the Customer is a Consumer, the purchase prices for our goods agreed upon in the Contract include packaging costs as well as the value added tax applicable at the time of invoicing. Unless otherwise agreed upon with the Customer, the Customer shall bear the shipping costs. We will inform the Customer of the exact amount of the costs at the latest upon contract conclusion.
2. In case the Customer is an Entrepreneur, the purchase prices for our goods agreed upon in the Contract are net prices ex works (EXW). Any additional charges (in particular, but not limited to, charges for packaging, freight, insurance, and customs duties) as well as the value added tax applicable at the time of invoicing are not included in our prices and shall therefore also be borne by the Customer. In case of delivery from an external warehouse, the freight will be calculated ex external warehouse.
3. Unless otherwise agreed upon, the purchase price is immediately due and must be paid at the latest within 30 days after invoicing. The Customer is in delay with the payment of the purchase price without need for a payment reminder, at the latest if the Customer has not paid within 30 days as of maturity and the receipt of the invoice or an equivalent payment plan. This shall also apply to partial deliveries. Any and all deviating agreements must be negotiated with us; we will only acknowledge them after having sent a written confirmation.
4. As means of payment, we accept bank transfer, credit card payment, cash payment or check. In case the Customer uses bank transfer or credit card payment as means of payment, the payment is deemed to be made as soon as our account is credited with a payment amount corresponding to the purchase price due. The Customer shall bear any and all costs for foreign payments. Payments will always be used to settle the oldest payable accounts plus the default interest accrued thereon.
5. In case the Customer is a Consumer and fails to make a payment on the due date, we are entitled to claim default interest in the amount of five (5) percentage points above the respective base rate of the European Central Bank as of this moment. In case the Customer is an Entrepreneur, the default interest amounts to nine (9) percentage points above the respective base rate of the European Central Bank. The assertion of any further damage by reason of the delay of the Customer shall not be excluded.
6. The Customer shall only have the rights to set-off or to retention insofar as the claims against us are undisputed or established as final and absolute, or in case of mutuality of claims.
7. Our sales are only concluded on the basis of specific Delivery Dates, amounts, articles, qualities, fixed prices, and payment terms. Both parties are bound by such agreement.

#### X. Export Control: Applies Only in Case the Customer is an Entrepreneur

1. In case, after having placed an order, the Customer becomes aware of circumstances which justify the assumption of an existing or future violation of provisions under foreign trade and payments law, and notifies us of it without delay by providing credible evidence, we hereby grant the Customer, by mutual agreement, an appropriate time limit for further verification. During the period for further verification, an eventual default of acceptance shall be excluded by mutual agreement.

Insofar as the Customer determines corresponding violations during the verification period set forth in the subsection above, the Customer has the right to refuse performance or to revoke the Contract. In this case, the order is canceled, any possible performances effected by us can be, at the Customer's discretion, either be returned or credited to other orders as partial performance.

We make a commitment to our Customer to comply with any and all national, European (if applicable) and US-American export control laws.

Internally, we hereby exempt and hold harmless the Customer from any and all damages which the Customer suffers by reason of a flawed fulfillment or noncompliance with the obligations set forth in this section. The extent of the damage to be compensated shall also include the reimbursement of any and all necessary and appropriate expenses which incur or have incurred to the Customer, in particular, but not limited to, eventual legal costs and expenses.

In the event that the goods to be delivered or components thereof are listed in the export control list, its Annexes I and IV or in the CCL, we make a commitment to our Customer to inform the Customer of it, without need for a request, by naming the specific export list number or the ECCN.

The Customer shall have the right of extraordinary termination of the Contract, if circumstances justify the suspicion that violations of national, European or US-American export control provisions, in particular, but not limited to, European or US-American sanction lists or other embargos against certain persons, can be imputed to us in connection with the provision of contractual services to the Customer.

2. In case the Customer intends to (re-) export the goods, the Customer undertakes to obtain the necessary licenses for this purpose and to comply with the provisions applicable to the (re-) exportation, in particular, but not limited to, the provisions under the German Foreign Trade and Payments Law (*Außenwirtschaftsgesetz - "AWG"*) and the German Foreign Trade and Payments Ordinance (*Außenwirtschaftsverordnung - AWV*) or the Austrian Foreign Trade and Payments Law (*Außenwirtschaftsgesetz - "AWG"*), the EU Dual Use Ordinance, and, as the case may be, any and all other applicable provisions, such as the US export regulations. The (re-) exportation of goods, be it in the form sold to the Customer or as a component of a new product, which violates the provision above, is not permitted.
3. The Customer undertakes to collect the necessary information about the provisions and regulations, as amended from time to time, by independent action and to inform us about it. Regardless of whether the Customer notifies us of the final destination of the goods, the exclusive responsibility rests with the Customer to obtain any and all necessary licenses from the competent international trade commissions, before the Customer exports goods. We do not have any obligation to provide information, consultation or to cooperate in this regard.
4. In case the Customer is in possession of an export license concerning one of our goods and/or concerning our goods as a component of a new product, the Customer undertakes to notify us without delay in the event of changed circumstances having an impact on the export license. The Customer undertakes to notify us without delay, in case the use, sale, import or export of our goods is subject to export restrictions or in case export facilities have been refused, suspended or withdrawn.
5. The Customer shall notify us without delay, in case the Customer is listed on the "Denied Parties List" of the American Bureau of Industry and Security or on a comparable list. In case the Customer's business activity (also) serves military purposes, the Customer undertakes to maintain an effective export/import compliance program within the meaning of the ITAR provisions (International Traffic in Arms Regulations) and to obtain its registration with the American United States Office of Defense Trade Controls, unless the Customer is covered by an exception set forth in 22 CFR International Traffic in Arms Regulations, Part 122.1.

6. The Customer shall indemnify and hold us, our managers, employees, and vicarious agents harmless from any and all liabilities arising due to an infringement of the obligations set forth in this subsection by the Customer, its executive bodies, employees, vicarious agents, suppliers or subcontractors.
7. In case of any delivery of goods and/or products containing our goods to third parties, the Customer undertakes to bind them to the same extent set forth above. The Customer is fully liable to us in case such third parties do not comply with the applicable provisions. The Customer shall notify us without delay, in case the Customer becomes aware of any third-party infringement of the obligations in connection with the (re-) exportation of our goods and/or goods developed on the basis of our goods.

#### **XI. Governing Law, Place of Venue**

1. German law shall apply to the exclusion of the provisions of the United Nations Convention on Contracts for the International Sale of Goods.
2. In case the Customer is an Entrepreneur, the exclusive place of venue for any and all disputes arising under the Contract shall be our place of business. The same shall apply, in case the Customer does not have a place of general jurisdiction in Germany or in case the Customer's place of residence or the usual whereabouts are not known at the time the action is brought.

#### **XII. Data Security**

1. The Customer warrants to comply with any and all applicable data protection laws, namely the General Data Protection Regulation of the European Union (GDPR) and the Federal Data Protection Act 2018 (*Bundesdatenschutzgesetz* – "BDSG") and to have obtained any and all authorizations required by applicable law with regard to personal data which the Customer transfers to us or makes available to us for processing within the scope of the contractual services to be provided by us to the Customer during our business relationship. The Customer will compensate us with regard to any and all costs, claims, and liability which we incur or suffer on the grounds of a breach of this warranty.
2. The Customer hereby declares to have received and acknowledged our "Data privacy statement". In the event that the person concerned is not the Customer at the same time, the Customer hereby undertakes to pass on this "Data Security Notice" to the data subjects who will be in touch with us within the scope of this contractual relationship.
3. In case we become active within the scope of our business relationship as a processor within the meaning of Art. 28 GDPR or Sec. 62 BDSG (2018), we will first conclude an agreement with the Customer on order processing which meets the legal requirements. The Customer alone is responsible to the data subjects and third parties for the permissibility of the processing of personal data carried out on the Customer's behalf in accordance with its instructions.
4. We regularly check the creditworthiness of existing Customers when concluding contracts and in certain cases should there be a justified interest. For this purpose, we cooperate with the company Euler Hermes SA, Friedensallee 254, 22763 Hamburg, Germany ("Euler Hermes"), and with the credit agencies Creditreform Arnsberg Steuber KG, Möhnestr. 9, 59755 Arnsberg, Germany ("Creditreform"), and Bisnode Deutschland GmbH, Robert-Bosch-Straße 11, 64293 Darmstadt, Germany ("Bisnode") from whom we receive the necessary data. For this purpose, we send the Customer's name and contact details to Euler Hermes, Creditreform, and Bisnode. You can find the information pursuant to Art. 14 GDPR on the data processing taking place at those companies at:  
<https://www.eulerhermes.co.uk/privacy-notice.html>  
<https://www.creditreform-arnsberg.de/eu-dsgvo.html>  
<https://www.bisnode.de/daten-und-sicherheit/>

The legal basis for the processing is Art. 6 (1) (f) GDPR.

#### **XIII. Contact Details**

Our contact details are as follows:

SCHROTH Safety Products GmbH  
Im Ohl 14  
D-59757 Arnsberg  
Phone: +49 (0)2932 97420  
Fax: +49 (0)2932 974242  
E-mail: [germany@eu.schroth.com](mailto:germany@eu.schroth.com)  
Commercial Register No. HRB 888, Local Court of Arnsberg  
VAT Identification Number: DE163396165

The Customer may transmit any and all complaints relating to a Contract concluded with us by phone, letter, fax or e-mail to the contact details mentioned above.

#### **XIV. Dispute Settlement (Applies Only to Consumers)**

The European Commission provides an online platform for the settlement of disputes. This platform can be found at <http://ec.europa.eu/consumers/odr/>. Consumers have the possibility to use this platform for the settlement of disputes. However, we are neither willing nor obliged to participate in any extrajudicial settlement before a consumer arbitration board.

#### **XV. Final Provisions**

Should any provisions of these Terms or a provision set forth in other contracts or agreements be or become invalid, the validity of these Terms or of the provisions set forth in any other contract or agreement shall remain unaffected.

## Privacy Policy

1. The controller within the meaning of Art. 4 (7) GDPR is SCHROTH Safety Products GmbH, Im Ohl 14, 59757 Arnsberg, Germany, [germany@eu.schroth.com](mailto:germany@eu.schroth.com). You can contact our Data Protection Officer, Mr. Dirk-Michael Mülöt, Westfalenweg 2, 33449 Langenberg, Germany, at the address above or by mail via [sv@muelot-graf.de](mailto:sv@muelot-graf.de).
  2. The data necessary for the processing of the contracts are blocked in compliance with the provisions of the German Data Protection Act (Bundesdatenschutzgesetz) and will be treated as confidential. Within the scope of initiating, entering into, processing, and handling the contractual relationship and/or any other cooperation, we collect the following information:
    - Title, first name, surname, academic title
    - E-mail addresses
    - Address
    - Telephone number (landline and/or mobile)
    - Fax number
    - Bank details
    - Position in the company
  3. The data will be processed at your or our request and is required for the aforementioned purposes in compliance with Art. 6 (1) 1<sup>st</sup> sentence (b) GDPR. In addition, we process personal data in accordance with Art. 6 (1) 1<sup>st</sup> sentence (c) GDPR in order to fulfil legal obligations.
  4. The personal data collected by us for the contract will be stored until the contractual relationship is completely processed and thereafter deleted, unless the statutory retention periods require longer storage (Art. 6 (1) 1<sup>st</sup> sentence (c) GDPR) and/or you have consented to further storage (Art. 6 (1) 1<sup>st</sup> sentence (a) GDPR).
  5. You have a right to information and a right to correct, block, or delete your personal data. Please contact [germany@eu.schroth.com](mailto:germany@eu.schroth.com) or send your request to us by fax or mail.
- Furthermore, you have the right to object to the processing of your personal data at any time. You also have the right to lodge a complaint with a supervisory authority about the processing of your personal data by our company.
6. However, we reserve our right to transmit data for an appraisal of creditworthiness. The customer may withdraw such right at any time.
  7. Within Schroth, only the entities in need of certain personal data to fulfil our contractual and legal obligations have access to such data. Insofar as this is necessary for the initiation, entering into, processing and handling of contractual relationships and/or for other cooperation pursuant to Art. 6 (1) 1<sup>st</sup> sentence (b) GDPR, your personal data will be passed on to third parties. This includes, in particular, the passing on to subcontractors, cooperation partners and their representatives, lawyers and tax consultants, courts and other public authorities, to translators for the purpose of correspondence and for the assertion of claims and/or rights and/or for the defense of rights, and to IT service providers which we use within the scope of order processing. The transmitted data may be used by the third party exclusively for the purposes mentioned. Your personal data will not be transmitted to third parties for purposes other than those listed above.
  8. In addition, we refer to our data privacy statement at <https://www.schroth.com/en/legal-references/data-protection.html>.