

Bauermeister Zerkleinerungstechnik GmbH, Norderstedt

General Terms and Conditions of Sale and Delivery for Germany and abroad

March 2020

I. Scope of application; offer and conclusion of contract; definition of the service content

- The offers Bauermeister Zerkleinerungstechnik GmbH, Norderstedt (hereinafter referred to as "Supplier" or "Bauermeister"), the acceptance of the order and all deliveries and services are made exclusively on the basis of the following "General Terms and Conditions of Sale and Delivery". The purchaser's terms and conditions of purchase are hereby expressly contradicted; they do not obligate the supplier even if he does not object to their validity again at the conclusion of the contract. These General Terms and Conditions of Sale and Delivery shall also apply to all future transactions between the parties without the need for a new reference to the General Terms and Conditions of Sale and Delivery. They shall also apply if the Supplier does not explicitly refer to them in subsequent contracts, in particular if the Supplier, knowing of the contrary or deviating terms and conditions of the Purchaser's general terms and conditions of sale and delivery, delivers deliveries or services to the Purchaser without reservation.
- The General Terms and Conditions of Sale and Delivery apply only to entrepreneurs within the meaning of § 14 of the German Civil Code, legal entities under public law and special funds under public law.
- The offers of the supplier shall be made without engagement and subject to the confirmation of order in text form, unless otherwise expressly stated in text form.
- All agreements, including those with representatives of the supplier, will only become binding for the supplier with confirmation in text form. Amendments, supplements or subsidiary agreements must be confirmed in text form in order to be effective; this also applies to any cancellation of the text form requirement. The confirmation in text form is immediately confirmed by fax and e-mail. Verbal side agreements have not been made at the time of incorporation of the General Terms and Conditions of Sale and Delivery.
- The Incoterms valid at the time of the order confirmation shall apply to the interpretation of internationally accepted contractual clauses, provided that they do not deviate from these General Terms and Conditions of Sale and Delivery.
- Advertising statements as well as the documents belonging to the offer, in particular illustrations, drawings, weight and dimension specifications, performance data, technical descriptions and data sheets as well as the technical data and descriptions in the respective product information or advertising material are not binding. They become part of the contract only on the basis of explicit inclusion in the contract. Unless otherwise expressly agreed, they do not constitute agreed quality and neither quality nor durability guarantees of the goods to be delivered by the Supplier. Guarantees are only accepted by the supplier through an explicit agreement in text form with the customer. The Supplier shall only assume consulting obligations on the basis of an express agreement in text form.
- Changes in design, concept or form of the delivered objects, deviations in the design of the delivered objects, changes in format as well as changes in the scope of delivery during the delivery period are reserved, provided that the delivered objects are not significantly changed and the changes are reasonable for the customer. The supplier expressly reserves the right to make reasonable changes due to technical progress and to improve the delivery.

II. Scope of delivery obligation

- The scope of the obligation to deliver results from the offer to be made in text form by the supplier. If the ordering party's order does not correspond to the supplier's offer to be made in text form, the order confirmation shall prevail. Changes agreed in text form subsequently remain unaffected.
- In particular - if such parts and work are not specifically listed as a service component in the order confirmation - the following are excluded from the delivery: The on-site earthworks, construction, chiselling and scaffolding, casting of supports and anchors, wall-mounting of supports, brackets, railings, pipe clips, other preparatory work and special equipment, and the provision of auxiliary equipment such as wall-mounting materials, exhaust pipes, scaffolds, fastening materials, if they are connected to the building, all power and supply connections as well as the corresponding connecting lines between the individual units.

If the floor covering is later relocated, the leveling and determination of the foundation height as well as the provision of these materials must be arranged by the customer.

- The devices and machines supplied are provided with protective and safety devices, which are necessary in accordance with the general regulations applicable to the Federal Republic of Germany. All other devices and measures deviating from or exceeding these shall be checked on the basis of the local circumstances and shall be notified to the Supplier in good time for the submission of the offer, under the sole responsibility of the Purchaser. Subsequent requests for changes and additions made by the customer in this regard will only be taken into account against special remuneration and only if this is technically feasible.

Likewise, the purchaser is solely responsible for ensuring that the immission values specified in the offer (in particular with regard to noise, dust and odor development) at a location outside the Federal Republic of Germany meet the local requirements. Any changes that may be necessary at a later date will only be taken into account for special remuneration and only if this is technically feasible.

- If the supplier has taken over the installation/assembly and commissioning of the machines in addition to the delivery, this will be charged separately. The general conditions for assembly and repair work for the domestic and international supplier apply for the installation/installation and commissioning of the machines.
- The supplier reserves all property rights, copyrights and exploitation rights for cost estimates, drawings and other documents. They may not be made available to third parties. Drawings and other documents belonging to offers are to be returned to the supplier immediately upon request if the contract, for which the documents were handed over, does not come into being.

III. Software, software products, including software or software products (hereinafter referred to as "Software"), shall be subject to the following provisions:

- The regulation in this section III covers both the system programs of the operating system as well as the application programs for solving the special operational tasks, including the source and machine programs as well as all associated manufacturer or user documentation is intended or appropriate to promote the understanding or use of a computer program, including but not limited to problem descriptions,

System analyzes, user instructions, data flow and program flow plans, test aids etc. the validity of these regulations is independent of the respective program language used and the manner in which the software is written or fixed on any data media such as magnetic disks, magnetic tapes, fixed memory, RAM, compact disc, floppy disks, microprocessors etc.

- The software included in the scope of delivery has been developed by the Supplier himself or on behalf of the Supplier or is available to the Supplier for commercial use and distribution on the basis of the license of third parties. These programs and data for the computer-controlled automatic operation of the delivered machines and systems are partly copyrighted works according to § 2 Para. 1 Para. 1 UrhG. The programs and accompanying documentation have also been developed by the licensor, the supplier or for the supplier with considerable time and cost expenditure. They are not obvious, but represent trade and trade secrets that are entrusted to the purchaser and to whose secrecy he undertakes to the supplier.
- The Supplier grants the Purchaser a simple, non-exclusive right to use the Software. The right of use is objectively limited to the control of the machines or systems to which the software has been delivered. The right of use is limited in time by the service life of the delivered machine. It is not transferable to third parties in text form without the express consent of the supplier. In the event that the delivered machine is sold to a third party, the Supplier shall only be obliged to give its consent if the purchaser assumes, without reservation and legally binding, all obligations that arise for the purchaser with regard to the software as a result of these terms and conditions. In this case, the purchaser will hand over the entire software to the purchaser without any retention of copies.
- The purchaser undertakes to comply with the obligations set out in Section I I. 1. To keep the described software entrusted to him secret and destroy it when the delivered machine is put out of service. In the interests of confidentiality within his company, he will only make the software available to those persons who are absolutely obliged to work with it, who are reliable and who have assumed the obligation of confidentiality. The customer is obliged to prohibit third parties from accessing an object that stores or plays back the software and to exclude this possibility by appropriate measures.
- The customer undertakes to refrain from:
 - Copy or reproduce the Software by any means or in any form;
 - Decrypt or reverse open the Software and/or its underlying source code or otherwise make it public;
 - Sell, rent, license or otherwise use the Software to a third party Or use the Software or an unauthorized copy or reproduction of the Software to control a machine with information processing capabilities, except for the machine supplied by the Supplier for which the program is intended.

Changes to the content of the delivered software, even for the purpose of adaptation by the purchaser, are only permitted after prior agreement of the supplier, to be given in text form.

- The customer's obligations for secrecy, failure to reproduce, distribute, process or use contrary to the contract on the basis of the above provisions shall continue to exist even after the respective contract has been executed and even after the machine delivered has been destroyed. They shall only end with the termination of the intangible rights protected by the agreements made in section III or with the disclosure of trade secrets.

IV. Prices

- Unless otherwise agreed, the prices shall apply without obligation ex works of the Supplier and shall not include costs such as packaging, rolling stock, freight and installation.

The prices shall be supplemented by the applicable value added tax or comparable local value added tax at the respective statutory rate on the day of delivery.

- The prices are based on the cost of production at the time of the order confirmation. Price changes by the supplier are permitted if there are more than two months between the conclusion of the contract and the agreed delivery date. If in this case the cost of production increases up to the time of delivery by increasing the charges, the prices for raw materials, auxiliary materials, energy, freight or wages, the supplier is entitled to increase or decrease the price owed by the customer appropriately (§ 315 BGB) in accordance with the changes in the cost factors. Upon request, the Supplier shall prove to the Purchaser the reasons for a price adjustment. The same reservation shall also apply if legal measures result in expenses for the supplier, which increase the cost of the goods to be delivered. The price adjustment shall take effect upon receipt by the purchaser of a corresponding price adjustment declaration by the supplier. The purchaser can only derive a right to withdraw from a price increase in accordance with the preceding sentence 1 and sentence 2 if this does not impair the transferability of the company to a negligible extent.
- If freight costs, export/import duties, customs duties, etc. are exceptionally borne by the Supplier at fixed rates, then any increases in fees incurred up to the time of delivery shall be borne by the Purchaser.
- Packaging will be charged at cost price. Packaging returned unfree will not be accepted.
- The prices are valid provided that the voltage is 3 x 220, 3 x 400 or 3 x 500 volts at 50 Hz.

V. Terms Of Payment; Withdrawal

- In the absence of a special agreement, payment shall be cash without any deduction 1/3 deposit after the order has been placed and the order confirmation has been received, 1/3 upon completion and notification of readiness for dispatch, The balance is due 30 days after delivery, but not later than 60 days after notification of readiness for dispatch.
- The Supplier shall accept cash and cash drafts and checks which are subject to discount only on the basis of a special agreement. There is no obligation to present and protest in good time. Discount charges, etc. - at least in the amount of the expenses charged by private banks - shall be borne by the purchaser. Credit notes via bills of exchange and checks shall be made subject to the irrevocable receipt of the countervalue and with the value of the day on which the supplier can dispose of the equivalent value.

3. In case of default of payment, the customer shall be charged default interest in the amount of 9 percentage points above the respective base interest rate.
4. If the purchaser defaults on payment or if the purchaser's financial situation deteriorates substantially after the conclusion of the contract, which puts the payment at risk, Or if such a significant deterioration of the customer's financial situation threatens to occur, the supplier is entitled to make the entire remaining debt of the customer due and to demand advance payment or security or immediate payment of all claims based on the same legal relationship after delivery, subject to alteration of the agreements reached. This applies in particular: If the customer stops payments, checks issued by the customer are not cashed, bills of exchange issued by the customer are not paid by the customer, insolvency proceedings have been opened over the assets of the customer or if an application for the opening of insolvency proceedings has been filed and the insolvency proceedings have not been opened due to lack of assets.
5. If the customer is in default of payment, the supplier is entitled to withdraw from the contract after setting a reasonable period of payment and its fruitless expiry. After the Supplier withdraws, the Purchaser is obliged to return the delivered goods. In addition, the Purchaser shall compensate the Supplier for the loss of value suffered by the Deliverable during the intended use by the Purchaser. The compensation for the loss of value to be paid by the customer is calculated on the basis of the agreed purchase price including sales tax (gross price). The gross price is to be reduced periodically in accordance with the normal useful life of the delivery item - for used goods, the remaining useful life is to be recognized - in order to reduce depreciation for wear and tear in the same annual amounts until it is fully depreciated. If the use begins or ends during the year, the pro rata annual amount shall be applied for the first or last year of use, whereby the month of admission or termination of use shall only be taken into account if: If the customer has already used the delivery item since the 15. Of the month or has not stopped using it before the 16. Of the last month of use. The sum of the depreciation amounts is the amount owed by the purchaser to the supplier as compensation for value. For the obligation of the purchaser to return the delivered object, Clause X.5 shall apply accordingly.
6. If the conditions for a withdrawal from the contract are in place in accordance with Clause V.5 sentence 1, the Supplier shall be entitled to claim damages from the Purchaser in addition to the claim for compensation for the value in accordance with Clause V.5. Without prejudice to the possibility of claiming higher damages, the Supplier shall be entitled to claim 15% of the net purchase price from the Purchaser as lump-sum damages. The Purchaser reserves the right to prove a lower loss.
7. The purchaser shall only be entitled to set-off or retention rights if his counterclaim has been legally established, is not disputed or recognized by us or if he is in a mutual relationship with our claim within the meaning of § 320 of the German Civil Code.
8. If a contract concluded between the Supplier and the Purchaser is canceled by mutual agreement at the Purchaser's request, the Purchaser shall be obliged to reimburse the Supplier for all costs incurred up to that point, including reasonable profits. The supplier is obliged to provide proof of the justification of his claim in a suitable form.

VI. Retention Of Title

All deliveries by the supplier are subject to retention of title (§ 449 BGB) with the following extensions:

1. The deliveries remain the property of the supplier until all claims of the supplier have been paid - no matter when they were incurred and for whatever legal reason - even if payments are made for specially designated claims. In the case of a current invoice, the reserved property shall be considered as a security for the supplier's balance claim.

The retention of title shall also apply in particular to all claims of the supplier arising from repairs, spare parts, accessories and supplies, adjustment and insurance costs.
2. The sale, pledging or transfer of security of the delivered items is prohibited before the transfer of ownership to the purchaser.
3. In the event of seizure or other interference by third parties in the delivery item, the Purchaser shall be obliged to notify the Supplier of this immediately. The Supplier may demand reimbursement of any costs of interventions from the Purchaser against assignment of his claims for reimbursement against the third party.
4. The customer is obliged to treat the delivery item with care. The Purchaser shall insure the delivery item at its own expense for the benefit of the Supplier against theft and against fire and water damage at its net value and shall prove this to the Supplier on request. If maintenance and inspection work is required, the customer must carry out these in good time at his own expense.
5. The supplier or an agent of the supplier has the right to enter the site until all claims arising from the contractual relationship have been fulfilled.
6. In the event that the Purchaser acts in breach of the contract, in particular in the event of default in payment, the Supplier shall be entitled to withdraw from the contract and to take back the delivered goods, without prejudice to any further (damages) claims due to the Supplier. The customer is obliged to surrender. The supplier is authorized to use the delivered object after taking back the delivery item. The proceeds of the exploitation shall be credited to the customer's liabilities, less reasonable exploitation costs.
7. If the retention of title is not effective under foreign law in whose area the delivered objects are located, the security corresponding to the reservation of title in this legal area or the security closest to the reservation of title in its effects shall be deemed agreed. If the participation of the customer is necessary for the existence of the respective right, the customer is obliged, at the request of the supplier, to take all measures at his own expense which are necessary to establish and maintain this right.
8. The Supplier shall be obliged to release securities at the request of the Purchaser insofar as the sum of all securities held by the Supplier exceeds the amount of the claims due by the Supplier against the Purchaser by more than 10%.

VII. Delivery time and delay

1. The delivery time is based on the agreements made. Unless otherwise agreed, it shall commence on the date of receipt of the order confirmation, but not until all commercial and technical questions relevant to the execution of the delivery have been clarified between the contracting parties and the purchaser has fulfilled all his obligations. Such as providing any required official certificates or permits or making a down payment. If these conditions are not met, the delivery time is extended accordingly. An appropriate extension of the delivery time shall also apply in the event of a subsequent modification of the original order by the purchaser. The delivery period begins with receipt of the order confirmation by the customer, regardless of the customer's cooperation obligations, insofar as the supplier is responsible for the delay.
2. Adherence to the delivery period is subject to correct and timely delivery by the customer. The Supplier shall notify any apparent delays as soon as possible.
3. The delivery period shall be adhered to if the delivery item has been delivered up to its expiry

Has left the supplier's factory. If it has been agreed that the delivery item will be picked up by the purchaser or by an authorized representative of the purchaser, the delivery time shall be observed if the purchaser has been informed that it is ready for dispatch. If acceptance is to be carried out, the acceptance date shall be decisive for compliance with the delivery period, except in the case of a justified refusal to accept. In the event of delayed acceptance by the Purchaser, the Supplier's notification of readiness for acceptance shall prevail.

4. If the dispatch or acceptance of the delivery item is delayed for reasons for which the customer is responsible, he shall be charged the costs incurred as a result of the delay, starting one month after notification of readiness for dispatch or acceptance.
5. In the event of force majeure and other unforeseeable, exceptional circumstances beyond the control of the Supplier, such as interruptions in operations caused by fire, water and similar circumstances, failure of production facilities and machinery, exceeding of delivery periods or failure of deliveries by suppliers, as well as interruptions of operations due to a shortage of raw materials, energy or labor shortage, strike, lock-out, difficulties in procuring transport equipment, transport disruptions, official interventions, epidemics, pandemics, epidemics, diseases or quarantine measures, the Supplier is entitled – insofar as the Supplier is prevented from fulfilling the service obligations on time by reason of the aforementioned circumstances – to postpone the delivery or service for the duration of the hindrance plus a reasonable start-up period. If the delivery or performance is delayed by more than three months as a result, both the Supplier and the Purchaser shall be entitled to withdraw from the contract with regard to the quantity or services affected by the delivery disruption, to the exclusion of any claims for damages. The Supplier shall be entitled to make partial deliveries and partial services within the agreed delivery and performance periods, if this is reasonable for the Purchaser.
6. In the event of a delay in delivery or completion due to fault, the Supplier shall only be liable to the Purchaser for the damage caused by delay within the scope of a lump-sum compensation for default amounting to 0,3% of the net purchase price for each full week of the delay. However, a maximum of 5% of the purchase price agreed for the part of the total delivery affected by the delay, provided that and insofar as the customer has suffered at least this amount of damage. This shall not apply if the supplier is liable under Clause XI. The Supplier expressly reserves the right to prove that the Purchaser has suffered no or substantially less damage than the above-mentioned lump sum as a result of the delay.
7. In any case of default, the Supplier's obligation to pay damages is limited in accordance with the provisions of Section XI.

VIII. Transfer Of Risk

1. Unless expressly agreed otherwise in text form between the Supplier and the Purchaser, the delivery shall take place ex works of the Supplier. In this case, the risk of accidental loss and accidental deterioration of the delivery items after they have been made available for collection shall pass to the Purchaser upon receipt of the notification of the provision by the Purchaser. In all other respects, the risk of accidental loss and accidental deterioration of the delivery items shall pass to the customer upon delivery to the carrier. The risk of accidental loss and accidental deterioration of the delivered goods shall be borne by the Purchaser even if partial deliveries are made or the Supplier exceptionally carries out other services, e.g. B. has taken over the shipping costs.
If risk is delayed due to circumstances for which the customer is responsible, the risk shall pass to the customer upon readiness for dispatch.
2. Delivered items shall also be accepted by the purchaser without prejudice to his rights under Clause X, if they show minor deviations or defects.

IX. Shipping and Packaging; Installation

1. Dispatch and packaging shall be at the Supplier's discretion at the Purchaser's expense. In the absence of special agreement, the packaging, the shipping method and the means of transport are left to the choice of the supplier.
2. The supplier is entitled to insure the shipment against breakage, transport, fire and water damage as well as against theft at the customer's expense.

X. Claims for defects of the customer

Material Defects

1. The purchaser shall only be entitled to claims for defects if the purchaser has duly fulfilled his duties of investigation and complaint (§ 377 German Commercial Code). The Purchaser shall notify the Supplier of any recognizable defects immediately, but at the latest within 7 working days of delivery of the goods in text form. Hidden defects must be notified to the supplier in text form without delay, but at the latest within 7 working days of discovery. Hidden defects must be reported in text form at the latest within 12 months of the transfer of risk. The defective goods shall be made available to the Supplier for inspection upon request.
2. The purchaser shall not be entitled to warranty rights for defects in the case of used or declassified products or in the case of insignificant reductions in the value or suitability for use of the delivered goods. The same applies to deviations, particularly in the case of dimensions, weights, performance data or color tones, which are within the limits of industry-standard tolerances. Warranty claims of the purchaser are also excluded if damage to the delivered goods or other legal goods of the purchaser is caused by improper use of the goods, faulty assembly or commissioning by the purchaser or third parties, natural wear and tear, improper or negligent handling of the goods, use of unsuitable operating materials, replacement materials. Defective construction works, chemical, electrochemical or electrical influences, which are not the responsibility of the supplier, are to be carried back.
3. If there is a defect in the items supplied by the Supplier, the Supplier shall at its own discretion be obliged to remedy the defect or to deliver a new defect-free item. In addition, the supplier is obliged to fulfill the customer's claims under § 439 para. 2 and 3 as well as § 475 para. 4 and 6 of the German Civil Code if the respective statutory requirements are met. In the event of the removal of the defect, the Supplier shall be obliged to bear all expenses necessary for the purpose of the removal of the defect, in particular transport, travel-, labor- and material costs, insofar as these do not increase as a result of the fact that the purchased goods have been transferred by the Purchaser to a location other than the place of performance. The Supplier shall become the property of any delivery items or parts replaced as part of the subsequent performance.
4. In order to remedy the defect or remedy the defect, the Purchaser shall give the Supplier the time and opportunity necessary for this. Otherwise, the Supplier shall be exempt from liability for the consequences arising from it.
5. In the event of the withdrawal from the contract by the purchaser, the delivered goods shall be returned to the supplier by the purchaser at the place of performance in accordance with Clause XIII.1. If the delivered goods are located at a location other than the place of performance (place of receipt), the customer shall carry out a transport from the place of receipt to the place of performance at his own expense and risk.
6. If the Supplier is not prepared or not able to perform the supplementary performance, in particular, this shall be delayed beyond reasonable periods for reasons for which the Supplier is responsible. Or if the supplementary performance fails in any other way, or if the customer is not reasonably entitled to the supplementary performance, the customer is entitled to withdraw from the contract or demand a reduction in the remuneration at his discretion. In the event of only a minor defect, the Purchaser shall only be entitled to a reduction in the remuneration. Purchaser has suffered damage or incurred expenses in vain due to defects in the items supplied by the Supplier, the Supplier's liability for this shall be as set out in Clause XI.

7. If the purchaser or a third party does not make any improper improvements on behalf of the purchaser, the supplier shall not be liable for any consequences resulting from this. The same shall apply to changes to the delivery item made without the prior consent of the Supplier, which have resulted in a defect or damage.

Defects In Title

8. If the use of the delivered object results in a violation of industrial property rights or copyrights, the Supplier shall, at its expense, in principle grant the Purchaser the right to further use or modify the delivered object in such a way that the infringement of industrial property rights no longer exists.

If this is not possible under economically reasonable conditions or within a reasonable period of time, the purchaser and the supplier are entitled to withdraw from the contract. However, the supplier's right of withdrawal shall only exist in the aforementioned case if the infringement of third-party rights is not the responsibility of the supplier.

In addition, the Supplier shall indemnify the Purchaser against any undisputed or legally established claims of the relevant copyright holders. The purchaser reserves the right to claim any damages that may have arisen; the restrictions provided for in Section XI. apply to such claims for damages.

9. The obligations of the supplier specified in the preceding section X.9 are final in the event of a breach of protection or copyright, without prejudice to the provisions in section XI.

They only exist if

- The Purchaser shall immediately inform the Supplier of any infringement of protection or copyright that has been asserted,
- The Purchaser shall support the Supplier to an appropriate extent in the defense of the claims asserted or the Supplier shall enable the modification measures to be implemented in accordance with Clause X.9 above,
- The Supplier reserves the right to take all defensive measures, including out-of-court regulations,
- The lack of rights is not based on an instruction or other cooperation action of the customer and
- The infringement of rights was not caused by the fact that the customer changed the delivery item by himself or used it in a manner not in accordance with the contract.

Business Recourse

10. Claims for recourse by the purchaser against the supplier in accordance with §§ 445a, 478 of the German Civil Code (BGB) (recourse of the contractor) shall only exist insofar as the purchaser has not reached any agreements with his customer that go beyond the statutory claims for defects. If only entrepreneurs are involved in the supply chain including the last purchase contract, the application of § 445a para. 1 and 2 of the German Civil Code is excluded.

XI. Liability

1. The Supplier shall only be liable to the Purchaser and third parties for damages or futile expenses, regardless of the legal grounds, if the damage or the expenses incurred in vain is attributable to a gross negligent or willful breach of duty by the Supplier or an agent of the Supplier.

- a)
- b)

Deviating from Section XI. 1. a) the Supplier shall be liable for damages or futile expenses caused by advice and/or information not to be paid separately, only in the case of willful or grossly negligent breach of duty, insofar as this breach of duty does not constitute a defect in the material of the goods delivered by the Supplier.

2. The Supplier shall be liable in accordance with Clause XI. 1. a) for the breach of a material contractual obligation, without gross negligence or intent, liability for damages is limited to the foreseeable, typically occurring damage. In this case, the Supplier shall not be liable in particular for lost profits of the Purchaser and unforeseeable indirect consequential damages. The limitations of liability as set out in clauses 1 and 2 above shall apply equally to damages caused by gross negligence or intent on the part of Supplier's employees or agents, unless they are the Supplier's directors or officers.
3. The above mentioned in section XI. 1. And 2. Mentioned limitations of liability shall not apply if liability is mandatory due to the provisions of the Product Liability Act or if claims arising from

injury to life, body or health are asserted against the supplier.

If the goods delivered by the Supplier are not of a guaranteed quality, the Supplier shall only be liable for such damages, the absence of which was the subject of the warranty.

4. Any further liability for damages than in clauses XI. 1. To 3. Is excluded, regardless of the legal nature of the claim asserted.
5. Insofar as the Supplier's liability for damages against the Purchaser or third parties is excluded or in accordance with sections XI. 1. To 4. This also applies with regard to the personal liability for damages of the Supplier's employees, employees, employees, representatives and vicarious agents.

XII. Limitation Of Time

1. Claims of the purchaser for defects in goods delivered by the supplier or for services rendered by the supplier in breach of duty - including claims for damages and claims for compensation for futile expenses - shall be time-barred within one year, unless the following clauses XII. 2. and 3. something else. The limitation period for claims of the purchaser within the meaning of sentence 1 begins

- a) In the case of purchase contracts with delivery;
- b) In the case of work contracts and work delivery contracts with the acceptance;
- c) In all other cases with the start of the statutory limitation period.

2. If the purchaser or another purchaser in the supply chain has fulfilled the purchaser's claims due to defects in newly manufactured goods delivered by the supplier and if the last transaction in the supply chain is a sale of consumer goods, the limitation period for claims by the purchaser against the supplier shall expire §§ 437, 445a Para. 1 BGB at the earliest two months after the time when the purchaser or the other purchaser in the supply chain has fulfilled the consumer's claims, unless the purchaser could have successfully invoked the objection of limitation against his contractual partner. This period of suspension in accordance with sentence 1 shall end at the latest five years after the date on which the Supplier has delivered the respective item to the Purchaser.

3. For defects of a building or for delivery items that are used for a building in accordance with their usual usage and have caused its defect, the claims of the purchaser shall be time-barred within 5 years, starting with delivery (in the section XII. 1A) or acceptance (in cases referred to in Section XII. 1b).

4. If the Supplier has provided advice and/or information that is not to be paid separately, in breach of duty, without the Supplier having delivered goods in connection with the information or advice, or without the non-compulsory advice or information constituting a material defect in the delivered goods, Claims based on this shall become time-barred against the Supplier within one year from the start of the statutory limitation period. If the non-duty advice or information constitutes a material defect of the goods supplied by the Supplier in connection with the advice or information, the statute of limitations of the rights based on it shall apply as set out in Section XII. 1, 2 and 4.

5. The information in point XII. 1 to 4 provisions made shall not apply to the limitation of claims for injury to life, body or health, as well as to the limitation of claims according to the Product Liability Act and to defects in title of goods delivered by the Supplier, which are in the case of a third party's right of property. On the basis of which the return of the goods delivered by the supplier can be demanded. Furthermore, they shall not apply to the statute of limitations of claims of the purchaser based on the fact that the supplier fraudulently concealed defects in goods delivered or in services rendered or has violated an obligation intentionally or through gross negligence. In the cases mentioned in this section XII.4, the statutory limitation periods apply for the limitation of claims.

XIII. Other Agreements

1. The place of performance and sole place of jurisdiction for all claims arising from the concrete contractual relationship between the Supplier and the Purchaser, in which these General Terms and Conditions of Sale and Delivery are included, is the Supplier's registered office, unless mandatory statutory provisions conflict with each other. However, the Supplier shall also be entitled to bring an action at the Customer's head office.
2. The contractual relationship shall be governed exclusively by German law, excluding the provisions of the United Nations Convention on contracts for the International Sale of goods (CISG).
3. If a dispute is agreed by an arbitration tribunal, the following shall apply: The Court of Arbitration is an arbitration tribunal in accordance with the rules of the International Chamber of Commerce (ICC). It consists of 3 arbitrators. The language of the case is English. The seat of the arbitral tribunal shall be Zurich/Switzerland.
4. Without the express consent of the Supplier, the Purchaser may exercise his rights or claims against the Supplier, in particular those arising from the contractual relationship between the Supplier and the Purchaser, such as Rights to defects, neither in whole nor in part transferred to third parties or pledged to third parties; § 354 a HGB remains unaffected.

Bauermeister Zerkleinerungstechnik GmbH, Norderstedt

General conditions for assembly and repair work for Germany and abroad

March 2020

I. Scope

1. These General Conditions for Assembly and Repair work for Germany and abroad ("General Conditions for Assembly and Repair work") apply to Assembly, Service, commissioning and conversions. They supplement the General Terms and Conditions of Sale and Delivery of Bauermeister Zerkleinerungstechnik GmbH, Norderstedt, Germany and abroad, unless otherwise agreed in text form. The individual assembly services are determined by separate specifications. Collateral agreements and amendments must be made in writing.
2. The general conditions for assembly and repair work apply exclusively; we do not recognize conflicting or deviating conditions of the customer unless we have expressly agreed to their validity in writing. These General Terms and Conditions for Assembly and Repair work shall also apply to all future transactions between the Parties without the need for a new reference to them. They shall also apply if we do not expressly refer to them in subsequent contracts, in particular if we render services to the purchaser without reservation, knowing that the customer's terms and conditions of business are contrary to or deviating from these general conditions for assembly and repair work.
3. Time specifications regarding the start, duration and completion of the work, information on the provision of assembly tools and equipment as well as cost estimates for the work to be carried out are not binding.
4. The general conditions for assembly and repair work for Germany and abroad only apply to entrepreneurs within the meaning of § 14 of the German Civil Code, legal entities under public law and special assets under public law.

II. Assembly Price

1. The service will be charged according to time and effort, unless otherwise expressly agreed. Our current installation invoicing rates apply.
2. The agreed amounts are understood to be without value-added taxes or comparable local sales taxes, which are additionally to be compensated in the respective statutory amount.
3. The public holiday regulations and the other regulations concerning public holidays and Sunday work, which apply at the respective installation location, shall apply.
4. The agreed activation is not only to be paid for every working day, but also for those days on which the service engineer must be present at the installation site in connection with his work. However, during a possible hospital stay at the installation site, the triggering will be reduced by 70%, plus any accommodation costs that may have to be paid further.
5. Travel expenses are calculated for the return journey, using the appropriate means of travel (e.g. rail, plane, car, ship, etc.). Likewise, freight charges for assembly tools and other incidental expenses as well as cash expenses related to the journey (insurance, luggage storage, taxi, etc.) are charged at an appropriate rate. If the service engineer cannot live near the assembly site, additional travel costs between the assembly site and accommodation are to be reimbursed by the customer on-site at an appropriate amount.
6. Home journeys
 - a) Our service technicians are entitled to a journey home after four weeks of uninterrupted work at the installation site, provided that the installation site is at least 180 km from the domestic home of the service technician. Home journeys must be designed to provide service technicians with 3 calendar days apart from the days of travel. The costs of home journeys shall be borne by the customer. The free days will not be charged.
 - b) One trip home is to be planned for Christmas, Easter, Pentecost and the start of the holiday. The other home trips must be taken in conjunction with a Sunday and public holiday.
 - c) An additional departure is to be granted in the event of death of parents, parents in law, children, siblings and spouses in the domestic community and in the event of the wife's arrival.
 - d) In the cases referred to in section II. 6. (a), (b) and (c) travel expenses and allowances during the journey home (Germany) and back to work.
 - e) Special agreements can be made for assembly in countries outside Europe.
7. Costs caused by accidents or illness at the installation site, including possible home travel costs, shall be borne by the customer, insofar as the accident or illness is not attributable to our fault. The time of the doctor's visit, including travel time at the installation site, is calculated as working time.
8. Billing
 - a) The assembly hours and triggering are invoiced after completion of the assembly; for assembly operations that last beyond one month, however, at the latest at the end of each month, in partial invoices.
 - b) The Customer shall confirm to our service technicians the daily working time by using a form to be submitted by the service technicians, which forms the basis for the invoicing.
 - c) Installation invoices are always payable immediately in cash without deduction, even if other terms of payment apply for any material deliveries.
 - d) Voluntary cash and natural services provided by the customer to our service personnel, which have not been expressly agreed with us in text format, cannot be included in the invoice in order to reduce the remuneration.
9. Flat Rate
 - a) In the case of assembly at flat rates, the cost estimate includes all work to be carried out in text form in accordance with the special specification. However, the duration of the installation is extended for any reason or additional expenditure is required, which is the responsibility of the customer or one of his contractors. If the service personnel's work is interrupted or extended, the waiting time, the additional working time, the total cost of the stay and any additional travel costs incurred by the service personnel will be charged in particular.
 - b) 1/3 of the flat-rate price is due at the start of the installation, another third after the end of half of the planned installation time, the rest at the end of the installation.
 - c) The flat-rate assembly prices are supplemented by the value-added tax in the respective statutory amount.

III. Service Personnel

1. The number, classification and composition of the service personnel are adjusted according to the respective requirements by us.
2. Our service technicians are not authorized to submit and receive declarations of intent for BAUERMEISTER. For this reason, agreements are only effective if they are confirmed in text form by a representative employee of BAUERMEISTER.
3. Orders for materials or requests from additional personnel placed orally by the service technicians are only binding for us if they have been communicated to us by the customer and confirmed by us in text form.

IV. Working Conditions

1. The customer shall take the special measures necessary to protect persons and property at the installation site. The purchaser and we shall each appoint a responsible representative in text form who shall have the task of maintaining contact with each other and coordinating the work in progress (hereinafter referred to as the "Assembly Manager"). The customer must also inform the assembly manager of our existing special safety regulations, insofar as these are of importance to our service technicians. He notifies us of violations of such safety regulations by his service technicians. In the event of serious infringements, the offender may, in agreement with the installation manager, refuse access to the assembly site. The customer must draw our attention to the special hazards that may arise from the execution of the assembly work.
2. The assembly must be carried out in a manner that is free of obstruction, gates and windows, and so that the presence in the assembly rooms does not harm the health of service technicians or impair the condition of the material.
3. It is the responsibility of the customer to ensure that these rooms are adequately heated and to provide the service personnel with the necessary hygienic equipment and equipment for carrying out the first aid, which must be easily accessible in the event of an accident.
4. The customer creates up-to-date communication possibilities for our service technicians, i.e. telephone, fax and Internet access are provided. The costs for this shall be borne by the purchaser.

V. Technical assistance services; obligations of the customer to cooperate

1. The customer's technical assistance must ensure that the assembly can be started immediately upon the arrival of the service engineers and carried out without delay.
2. The customer is obliged to provide technical assistance and cooperation at his own expense, in particular:
 - a) To carry out all necessary auxiliary work, such as earth, construction, stemm and scaffolding work, casting of supports and anchors, emanification of supports, brackets, railings, pipe clamps, other preparatory work and special equipment.
 - b) If the floor covering is later relocated, the leveling and determination of the foundation height as well as the provision of these materials must be arranged by the customer.
 - c) To provide all non-delivery equipment, such as wall materials, exhaust piping, scaffolds, mounting materials and, where connected to the building, energy connections and electrical-pneumatic connecting cables between the individual units in good time, so that no interruption or delay in the assembly work occurs; Provide the necessary support teams for the relief work and, if necessary, also bricklayers, carpenters, locksmiths, electricians and other skilled workers in the number we deem necessary.
 - d) These support teams are available to our assembly management for the duration of the assembly – or repair work. However, they remain under the supervision, responsibility and insurance obligations of the customer.
 - e) Provide the necessary qualified personnel in the number and time required for the assembly, who will provide the necessary cooperation services that are not part of the contractual services of us (e.g. personnel for the execution of technical works that are not subject to the contract, Or personnel of the customer to be trained). After consultation with our assembly manager, the installation manager of the customer will give the personnel the necessary instructions, which the personnel must follow. For safety reasons, a company employee of the customer must be present when working outside operating hours. We assume no liability for personnel provided by the customer.
 - f) Provide all the materials required for assembly, including gas, water, lubricants, oil, oxygen, acetylene and compressed air, including connections to the assembly points;
 - g) Provide all lifting equipment and transport equipment required for the assembly of the tool and the required items and materials (e.g. armwoods, wedges, supports, cement, plaster and sealing materials, lubricants, fuels, etc.).
 - h) To provide the assembly personnel with a suitable lockable, dry space for the storage of tools, machine parts and other equipment, and to protect the assembly site and materials from harmful influences of any kind and to clean the assembly site.
3. If, within the scope of the assembly, we assume responsibility for the transport to the assembly point, the unloading and storage of the material forming the object of the assembly, these services shall take place on the account of the customer.
4. The customer is liable for bodily injury and damage to property caused by his personnel, the auxiliary personnel provided by him or third persons. In addition, the customer is fully responsible for accidents, consequences of accidents and material damage caused by a culpable violation of the customer's cooperation obligations. The customer is liable in particular for damages that are due to insufficient quality of the equipment provided by the customer and other equipment, even if these were used by our personnel without complaint.
5. If the customer does not fulfill his obligations, we shall be entitled, however not obliged, after having given notice and expiry of a reasonable period of time set for the fulfillment, to carry out the actions incumbent on the customer in his place and at his expense. In all other respects, the statutory rights and claims of us shall remain unaffected, in particular the costs incurred (e.g. waiting time, return journey) shall be borne by the customer.

6. It is the responsibility of the customer to make our service technicians aware of this in good time if any considerations regarding its operation are to be taken into account.

VI. Personal Insurance / Illness

1. Our staff is insured at the assembly sites. The auxiliary personnel to be provided by the customer are not included in this insurance.
2. In the event of illness and accidents, the purchaser shall immediately take all measures to provide care for and restore the health of the sick or injured persons, in particular the consultation of a doctor and - if necessary - delivery to a hospital managed in accordance with modern principles. We must be notified of such events immediately. We report illness/accidents to our insurance company and make every effort to reimburse the costs incurred for the necessary treatment and borne by the customer through the insurance company. Any claims for recourse by the insurance company remain unaffected. All costs associated with the dispatch of a replacement man shall be borne by the customer.

VII. Acceptance Tests

1. If formal acceptance has been agreed, the date of the acceptance test must be announced by us in advance and the examination must be carried out in the presence of both parties under the technical conditions laid down in the contract.
2. The Purchaser shall take all necessary precautions at his expense to carry out the acceptance test and to set up the delivery item ready for operation, in particular to provide the necessary auxiliary and operating materials and personnel.
3. If defects appear during the acceptance test, we remedy them within the scope of our contractual obligations. Once the defects have been remedied, we shall be entitled and at the request of the customer shall be obliged to repeat the acceptance test.
4. The customer shall provide us with a certificate of the correct completion of the assembly with the result and the date of acceptance. Insignificant defects shall not release the Purchaser from his obligation to accept and deliver an acceptance report; however, they shall be noted in the minutes and entitle the Purchaser to assert the rights of defects which he is contractually entitled to. In the event of minor defects and rework, the Purchaser shall not be entitled to demand that the acceptance test be repeated.
5. The system shall also be deemed to have been accepted if the customer has not refused acceptance, stating at least one material defect, within a reasonable period of time after completion of the work set by us.
6. The commissioning of the finished plant for the production of goods suitable for sale by the purchaser shall in any case be deemed acceptance.

VIII. Installation Time

1. If a period of installation has been agreed, this shall only apply subject to the undisturbed process of the assembly work. This assumes that the purchaser has created the prerequisites for assembly and repair work as defined in these conditions.
2. If assembly or repair work or the acceptance test is delayed or interrupted without our fault, the customer shall bear the additional costs caused thereby, in particular for waiting time, extended working hours and, in the event that our personnel has to be withdrawn, also the travel costs.
3. If the performance of the work is made more difficult by force majeure events, including strikes, lockouts, epidemics, pandemics, epidemics, diseases or quarantine measures, the assembly time shall be extended to an appropriate extent if the above mentioned circumstances are present. We reserve the right to enter into new agreements with the purchaser that are adapted to the changed circumstances. If the performance of the work becomes impossible, we shall be released from the obligations assumed, but shall retain our right to compensation for the services rendered up to that point and to reimbursement of the expenses incurred up to that point.

IX. Breach of contract by the customer

1. If the customer does not fulfill his contractual obligations within a reasonable period of grace, we are entitled to remedy the situation ourselves.
2. The resulting costs shall be invoiced to the purchaser and shall be borne by the purchaser if a period of time has been set in vain for his cooperation or if he has been reminded beforehand. We reserve the right to assert any further damages that may arise.

X. Claims For Defects

1. If there is a defect in the assembly, we shall at our discretion be obliged to remedy the defect in the form of a remedy or to provide a new assembly service free of defects. The obligation to remedy the defect shall only apply in respect of such defects, which are reported to us immediately after their determination in text form.
2. The customer must give us the necessary time and opportunity to remedy the defect or to remedy the defect. Otherwise, we shall be exempt from liability for the resulting consequences.
3. If we are not prepared or unable to perform the supplementary performance, in particular, this is delayed beyond reasonable periods for reasons for which we are responsible, or if the supplementary performance fails in any other way, or if the customer is not reasonably entitled to the supplementary performance, the customer is entitled to withdraw from the contract or demand a reduction in the remuneration at his discretion. In the event of only a minor defect, the Purchaser shall only be entitled to a reduction in the remuneration. Insofar as the customer has suffered damage or incurred expenses in vain due to our defective performance, our liability for this is exclusively based on Clause XI.
4. If the purchaser or a third party does not make any improper improvements on behalf of the purchaser, we shall not be liable for any consequences arising from this. The same shall apply to changes to the delivery item made without our prior consent, which have resulted in a defect or damage.
5. If defects in our services are shown, which cannot be remedied immediately without our fault, then only the expenses incurred by immediate rectification shall be borne by us. If we are prevented by the customer from remedying any defects recognized, he shall bear the costs for the resulting damage, waiting time or other expenses.

XI. Liability

1. We shall only be liable to the purchaser and third parties for damages or futile expenses - regardless of the legal reason - if the damage or the futile expenses
 - a) Caused by us or our vicarious agents by culpable violation of such a duty, the fulfillment of which makes the proper execution of the contract possible at all and on whose compliance the customer may regularly trust ("essential contractual obligation"), or is due to a grossly negligent or willful breach of duty by us or our vicarious agents.
 - b)

Deviating from Section XI. 1 a) we shall be liable for damages or futile expenses caused by advice and/or information not to be paid separately, only in the case of intentional or grossly negligent breach of duty, insofar as this breach of duty does not constitute a defect.

2. We shall be liable in accordance with Section XI. 1. a) for the breach of a material contractual obligation, without gross negligence or intent, liability for damages is limited to the foreseeable, typically occurring damage. In this case, we shall not be liable in particular for lost profits of the customer and not for foreseeable indirect consequential damages. The limitations of liability in the preceding sentences 1 and 2 shall apply equally to damages caused by gross negligence or intent by our employees or agents, unless such damages are our directors or officers. The above mentioned in section XI. 1. And 2. Mentioned limitations of liability shall not apply if liability is mandatory due to the provisions of the Product Liability Act or if claims arising from injury to life, body or health are asserted against us.
3. If the service provided by us is lacking a guaranteed quality, we shall only be liable for such damages, the absence of which was the subject of the guarantee.
4. Any further liability for damages than in clauses XI. 1. To 3. Is excluded, regardless of the legal nature of the claim asserted.
This shall also apply in particular to claims for damages arising from fault at the time of conclusion of the contract, positive breach of contract of claims arising from tort.
5. Insofar as our liability for damages against the purchaser or third parties is excluded or in accordance with sections XI. 1. To 4. This also applies with regard to the personal liability for damages of our employees, employees, employees, representatives and vicarious agents.
6. If performance parameters, performance parameters or project milestones have been agreed separately between the parties and we do not comply with them or are in default with their compliance, we shall be liable to the Purchaser within the scope of a lump-sum compensation amounting to 0.3% of the net installation price for each full week of the aforementioned parameters or milestones that have not been fulfilled, but up to a maximum of 5% of the assembly price agreed for the part of the assembly concerned. If and insofar as the customer has suffered at least this amount of damage. This shall not apply if we are liable under Clause XI. We expressly reserve the right to prove that the purchaser has suffered no or significantly less damage than the above-mentioned flat rate due to non-compliance with the above parameters or milestones.

XII. Limitation Of Time

1. Claims of the customer due to defects due to services rendered by us in breach of duty - including claims for damages and claims for compensation for futile expenses - shall be time-barred within one year, unless the following clauses XII. 2. and 3. something else. The statute of limitations of claims of the purchaser within the meaning of sentence 1 begins with acceptance of works contracts and in all other cases with the start of the statutory limitation period.
2. For defects in a building or for delivery items that are used for a building in accordance with their usual usage and have caused its defects, the claims of the purchaser shall be time-barred within 5 years, starting with acceptance or in other cases with the start of the statutory limitation period.
3. If we have provided advice and/or information that is not to be paid separately, in breach of duty, without our having provided services in connection with the information or advice, or without the non-compulsory advice or information being a defect in the service provided, Claims based on this shall become statute-barred against us within one year from the start of the statutory limitation period. Insofar as the non-duty advice or information constitutes a defect in the services provided by us in connection with the advice or information, the regulations in sections 1, 2 and 4 shall apply to the limitation of the rights based on it.
4. The provisions set out in sections 1 to 4 shall not apply to the statute of limitations of claims for injury to life, body or health, as well as to the limitation of claims under the Product Liability Act and due to defects in title of the services provided by us, which exist in the right of a third party to the right of the return of the service provided by . Furthermore, they shall not apply to the statute of limitations of claims of the customer, which are based on the fact that we fraudulently concealed defects in services rendered or have violated an obligation intentionally or through gross negligence. In the cases mentioned in this section XII.4, the statutory limitation periods apply for the limitation of claims.

XIII. General

1. The customer may not use our personnel in writing without our prior approval for work that is not covered by the contract. When using our service engineers, the customer must observe the work restrictions in accordance with the applicable statutory provisions. Approvals for exceptional deviations must be available to the customer in text form from the responsible departments.
2. Service technicians are not permitted to work on external machines or equipment. We therefore assume no liability for such work, even if it is carried out in connection with the installation of a machine supplied by us. The service technicians are not authorized to make agreements with the customer on our behalf.
3. Information provided in advance by us about the duration of the installation is calculated according to the respective state of knowledge and therefore not binding. The customer undertakes not to offer or conclude a contract of employment to the employees sent to him without our consent.
4. Should any provision of these Terms and Conditions be wholly or partially invalid or lose its legal validity at a later date, the validity of the remaining provisions shall not be affected thereby. The legal regulations apply instead of the ineffective regulations.

XIV. Governing Law; Jurisdiction

1. The contractual relationship shall be governed exclusively by German law, excluding the provisions of the United Nations Convention on contracts for the International Sale of goods (CISG).
2. The sole place of jurisdiction for all disputes arising directly or indirectly from the concrete contractual relationship, in which these General Conditions for Assembly and Repair work are included, shall be our head office. We are also entitled to bring legal action at the customer's head office.

XV. Additional Provisions

In addition, and insofar as these "General Conditions for Assembly and Service Conditions for Germany and abroad" do not contain a different or more specific provision, our "General Terms and Conditions of Sale and Delivery for Germany and abroad" shall apply.

Bauermeister Zerkleinerungstechnik GmbH, Norderstedt

Customer Privacy Statement

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| What is the purpose of this Customer Privacy Statement? | |
| This customer privacy statement gives you information about the processing of your personal data in connection with your business relationship with Bauermeister Zerkleinerungstechnik GmbH, Norderstedt. This Statement also summarizes your rights in connection with your personal information. At the end there is a glossary explaining some terms used in this statement. | |
| The name and contact details of the person responsible and his/her representative | |
| Bauermeister Zerkleinerungstechnik GmbH is responsible for the processing of all personal data legally represented by the managing directors: Günter Simon, Wim Abbing Address: Oststraße 40, 22844 Norderstedt Phone: 040 526 0800 E-Mail: info@h-d-m.com Privacy: E-Mail: privacy@h-d-m.com | |
| 1. Data as part of customer management in CRM and ERP systems | |
| What personal data does BAUERMEISTER process as part of customer management in CRM and ERP systems? | As part of customer management in CRM and ERP systems, Bauermeister processes the following personal data: <ul style="list-style-type: none"> • Employer • Name • First Name • Gender • Date Of Birth • Address • Email address • Phone Number • Occupation • Bank Details • Credit rating data, including scoring |
| What is the origin of the data in CRM and ERP systems as part of customer management? | Customer management data in CRM and ERP systems is collected by: <ul style="list-style-type: none"> • Customers: Customers provide information as part of the business justification process and update it during the duration of the business relationship • Customer employees: Customer employees provide information as part of the business justification process and update it during the duration of the business relationship • Public Sources: Information obtained from publicly accessible sources (e.g. commercial registers, detector registers, media, Internet, industry directories) • Credit Reporting Agencies |
| Are more personal among customer management data in CRM and ERP systems of specific categories Data in the sense of the DSGVO? | No. |
| For what purpose does BAUERMEISTER process data in CRM and ERP systems as part of customer management? | BAUERMEISTER processes data in CRM and ERP systems as part of customer management: <ul style="list-style-type: none"> • To maintain customer relationships in general • To conduct business processes • To meet legal obligations |
| Based on what legal basis does HDM process data in CRM and ERP systems as part of customer management? If BAUERMEISTER processes personal data on the basis of legitimate interests, what are the legitimate interests of BAUERMEISTER and third parties? | BAUERMEISTER processes data in CRM and ERP systems as part of customer management on the following legal basis: <ul style="list-style-type: none"> • The processing is necessary for the possible establishment of a business relationship between the customer and BAUERMEISTER (Art. 6 para. 1 lit. b DSGVO) • The processing is necessary in order to protect the legitimate interests of BAUERMEISTER to maintain business relations with customers (Art. 6 Para. 1 lit. f DSOGES) for the fulfillment of legal obligations to which BAUERMEISTER is subject (Art. 6 Para. 1. Lit. c DSGVO) |
| Who is the recipient of customer management data in CRM and ERP systems? | The following categories of recipients receive data as part of customer management in CRM and ERP systems: <ul style="list-style-type: none"> • BAUERMEISTER employees |
| The data is included in Customer management in CRM and ERP systems transferred to a third country? | No. |
| How long is the data stored in CRM and ERP systems as part of customer management? | BAUERMEISTER stores customer management data in CRM and ERP systems for longer periods of time: <ul style="list-style-type: none"> • Duration of an ongoing business relationship • Duration of commercial and tax retention periods • Period during which claims from the business relationship can be asserted by or against BAUERMEISTER |
| 2. Marketing and sales data | |
| What personal data does BAUERMEISTER process in the context of marketing and sales? | In the context of marketing and sales, BAUERMEISTER processes the following personal data: <ul style="list-style-type: none"> • Employer • Name • First Name • Gender • Date Of Birth • Address • Email address • Phone Number • Occupation • Interests • Inquiry and ordering data • Sanctions Lists |
| What is the origin of the marketing and sales data? | Marketing and sales data is collected by: <ul style="list-style-type: none"> • Customers: Customers provide information as part of the business justification process and update it during the duration of the business relationship • Customer employees: Customer employees provide information as part of the business justification process and update it during the duration of the business relationship • Public Sources: Information obtained from publicly accessible sources (e.g. commercial registers, detector registers, media, Internet, industry directories) |
| Are there any specific categories of personal data within the scope of the marketing and distribution of data within the meaning of the DSGVO? | No. |

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| For what purpose does BAUERMEISTER process data in the context of marketing and sales? | BAUERMEISTER processes data in the context of marketing and sales: <ul style="list-style-type: none"> To maintain customer relationships in general To conduct business processes To meet legal obligations |
| Based on what legal basis does BAUERMEISTER process data in the context of marketing and sales? If BAUERMEISTER processes personal data on the basis of legitimate interests, what are the legitimate interests of BAUERMEISTER and third parties? | BAUERMEISTER processes data as part of marketing on the following legal basis: <ul style="list-style-type: none"> The processing is necessary for the possible establishment of a business relationship between the customer and BAUERMEISTER (Art. 6 para. 1 lit. b DSGVO) Processing is necessary to protect the legitimate interests of BAUERMEISTER to attract customers and inform existing customers about products (Art. 6 para. 1 lit. f DSOGES) To fulfill legal obligations to which BAUERMEISTER is subject (Art. 6 para. 1 lit. c DSOs) |
| Who is the recipient of the marketing and sales data? | The following categories of recipients receive marketing and sales data: <ul style="list-style-type: none"> BAUERMEISTER employees |
| Is the data transferred to a third country as part of marketing and sales? | No. |
| How long will the data be stored in marketing and sales? | BAUERMEISTER stores marketing and sales data for the following periods: <ul style="list-style-type: none"> Duration of an ongoing business relationship Duration of commercial and tax retention periods Period during which claims from marketing or sales action against BAUERMEISTER can be asserted |
| 3. Data within the scope of order processing | |
| What personal data does BAUERMEISTER process as part of order processing? | BAUERMEISTER processes the following personal data as part of the order processing: <ul style="list-style-type: none"> Employer Name First Name Gender Date Of Birth Address Email address Phone Number Occupation Bank Details Credit rating data, including scoring |
| What is the origin of the order processing data? | Data within the scope of order processing is collected by: <ul style="list-style-type: none"> Customers: Customers provide information as part of the business justification process and update it during the duration of the business relationship Customer employees: Customer employees provide information as part of the business justification process and update it during the duration of the business relationship Public Sources: Information obtained from publicly accessible sources (e.g. commercial registers, detector registers, media) Credit Reporting Agencies Sanctions Lists |
| Are there any specific categories of personal data within the scope of the DSGVO under the contract processing data? | No. |
| For what purpose does BAUERMEISTER process data as part of order processing? | BAUERMEISTER processes data as part of order processing: <ul style="list-style-type: none"> To maintain customer relationships in general To conduct business processes To meet legal obligations |
| Based on what legal basis does BAUERMEISTER process data in the context of order processing? If BAUERMEISTER processes personal data on the basis of legitimate interests, what are the legitimate interests of BAUERMEISTER and third parties? | BAUERMEISTER processes data in CRM and ERP systems as part of customer management on the following legal basis: <ul style="list-style-type: none"> The processing is required for the execution of a business relationship between the customer and BAUERMEISTER (Art. 6 para. 1 lit. b DSGVO) The processing is necessary to protect the legitimate interests of BAUERMEISTER to conduct business relations with customers (Art. 6 para. 1 lit. f DSGVO) To fulfill legal obligations to which BAUERMEISTER is subject (Art. 6 para. 1 lit. c DSGVO) |
| Who is the recipient of the order processing data? | The following categories of recipients will receive data as part of order processing: <ul style="list-style-type: none"> BAUERMEISTER employees Subcontractors used as part of the order |
| Is the data transferred to a third country as part of the order processing? | Yes, provided that deliveries or services are made in third countries in accordance with the order. |
| How long is the data stored during order processing? | BAUERMEISTER stores data as part of order processing for the longer of the following periods: <ul style="list-style-type: none"> Duration of an ongoing business relationship Duration of commercial and tax retention periods Period during which claims from the business relationship can be asserted by or against BAUERMEISTER |
| 4. Billing and receivables data | |
| What personal data does BAUERMEISTER process in the context of invoicing and receivables management? | BAUERMEISTER processes the following personal data as part of invoicing and receivables management: <ul style="list-style-type: none"> Employer Name First Name Gender Date Of Birth Address Email address Phone Number Occupation Bank Details Credit rating data, including scoring |
| What is the origin of the data in the context of invoicing and receivables management? | Billing and receivables data is collected by: <ul style="list-style-type: none"> Customers: Customers provide information as part of the business justification process and update it during the duration of the business relationship Customer employees: Customer employees provide information as part of the business justification process and update it during the duration of the business relationship Public Sources: Information obtained from publicly accessible sources (e.g. commercial registers, detector registers, media) Credit Reporting Agencies |
| Are there any specific categories of personal data within the scope of the DSGVO within the framework of invoicing and receivables management? | No. |

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| For what purpose does BAUERMEISTER process data within the framework of invoicing and receivables management? | BAUERMEISTER processes data as part of invoicing and receivables management: <ul style="list-style-type: none"> To maintain customer relationships in general To conduct business processes |
| Based on what legal basis does BAUERMEISTER process data within the framework of invoicing and receivables management? If BAUERMEISTER processes personal data on the basis of legitimate interests, what are the legitimate interests of BAUERMEISTER And from third parties? | BAUERMEISTER processes data in CRM and ERP systems as part of customer management on the following legal basis: <ul style="list-style-type: none"> The processing is required for the payment processing within a business relationship of the customer with BAUERMEISTER (Art. 6 Para. 1 lit. b DSGVO, § 26 para. 1 BDSG) The processing is necessary to protect the legitimate interests of BAUERMEISTER to assert claims (Art. 6 para. 1 lit. f DSGVO) |
| Who is the recipient of the data in connection with invoicing and receivables management? | The following categories of recipients receive data as part of billing and collections: <ul style="list-style-type: none"> BAUERMEISTER employees Credit Institutions Collection Service Provider |
| The data is transferred to a third country as part of invoicing and receivables management submitted? | No. |
| How long will the data be stored as part of invoicing and receivables management? | BAUERMEISTER stores billing and receivables data for the following periods: <ul style="list-style-type: none"> Duration of an ongoing business relationship Duration of commercial and tax retention periods Period during which claims from the business relationship can be asserted by or against BAUERMEISTER |
| Your rights as an affected person | |
| As a data subject, you have the following rights with respect to your personal data. | |
| Right To Information | You have the right to ask BAUERMEISTER to confirm whether or not your personal data is being processed If this is the case, you have a right to information about this personal data and to detailed information such as the personal data being processed. |
| Right of rectification | You have the right to request BAUERMEISTER to correct any incorrect personal data concerning you without delay. Taking into account the purposes of the processing, you have the right to request the completion of incomplete personal data, including by means of a supplementary declaration. Right to Delete ("right to be forgotten") |
| | You have the right to require BAUERMEISTER to immediately delete any personal data relating to you, if any Requirements are met. |
| Right to restrict processing | You have the right to require BAUERMEISTER to restrict processing if certain conditions are met. |
| Right Of Objection | They have the right to object at any time, for reasons arising from their particular situation, to the processing of personal data relating to them under Article 6(1)(e) or (f) of the DSGVO. |
| Right to data transmission | Under certain conditions, you have the right to receive the personal data you have provided to BAUERMEISTER in a structured, common and machine-readable format, and you have the right to share it with another Responsible persons without hindrance by the BAUERMEISTER. |
| Right to revoke consent | If the processing is based on consent, you have the right to revoke your consent at any time. |
| Right to complain | You have the right to complain to a supervisory authority – that is the national data protection officer in Germany. |
| Glossary | |
| Responsible Person | The natural or legal person, authority, institution or other body acting alone or jointly with others on the purposes and Means of processing personal data. |
| Data transmission agreement | Agreement, the standard data protection clauses adopted by the European Commission as defined in Art. 46 (2) (c) DSOs. |
| Affected Person | Identified or identifiable natural person to whom the personal data relates. |
| DSGVO | Basic Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament). |
| BDSG | Federal Data Protection Act of 30.06.2017 (BGBl. I p. 2097). |
| Legal Basis | Processing is only lawful if at least one of the conditions according to the DSGVO and/or BDSG is fulfilled. The terms and conditions of employment are summarized below: <ul style="list-style-type: none"> The data subject has given his/her consent to the processing of personal data relating to him/her; Processing shall be for the performance of a contract to which the data subject is party; Processing is required to fulfill a legal obligation; Processing is necessary in order to protect the vital interests of the person concerned or of another natural person; The processing is necessary to protect the legitimate interests of the person responsible or of a third party, unless the interests or fundamental rights and freedoms of the person concerned, which require the protection of personal data, prevail (legitimate interest). |
| Personal Information | Any information relating to an identified or identifiable natural person; identifiable is a natural person who, directly or indirectly, is assigned, in particular by reference to an identification such as a name, identification number, location data, an online identifier or one or more special characteristics; The expression of the physical, physiological, genetic, psychological, economic, cultural or social identity of this natural person can be identified. |
| Processing | Any operation or series of operations carried out with or without the aid of automated procedures in connection with personal data such as collection, collection, organization, organization, storage, adaptation or modification, reading, querying, use, disclosure by transmission, Distribution or any other form of provision, reconciliation or linking, restriction, deletion or destruction. |
| Specific categories of personal data | Personal data that identifies racial or ethnic origin, political opinions, religious or philosophical beliefs or Union membership, and the processing of genetic data, biometric data to uniquely identify a natural person, health data or data relating to sex life or sexual orientation. |