

General Conditions of Purchase of Erhardt Markisenbau GmbH

As of November 2018 (version of 30.10.2018)

I. Validity

1. For all contracts for the delivery of goods and/or the provision of services between Erhardt Markisenbau GmbH (hereinafter referred to as "Erhardt") on the one hand and the supplier on the other hand, these terms and conditions of purchase apply exclusively. Any items conflicting or deviating from these conditions of purchase and/or these supplementary terms and conditions of the supplier are not part of the contract, unless Erhardt had expressly agreed in writing to their validity. In the same way, any previously agreed or unilaterally included terms and conditions of the supplier that contradict or supplement these terms and conditions shall not be part of the contract. Erhardt's terms and conditions of purchase shall apply exclusively if Erhardt accepts or pays for the delivery without reservation in the knowledge of contrary or deviating conditions of the supplier.
2. Changes and additions to these terms and conditions must be in writing in order to be effective and are only valid if confirmed in writing by Erhardt.

II. Individual contracts/orders

1. All agreements made between Erhardt and the supplier in connection with the execution of a contract must be set out in writing in the contract; Subsequent changes or additions are also to be agreed in writing with explicit reference to the respective individual contract. There shall be no verbal subsidiary agreements. The same applies to contracts concluded through order and order confirmation.
2. The written form is also fulfilled by fax or email.
3. If the supplier makes an offer based on a non-binding request from Erhardt, this is binding for the supplier. The contract is only concluded by the acceptance of the offer by Erhardt in the form of a written order. If and in so far as the supplier and Erhardt in individual cases agree in writing to conditions that deviate from these conditions of purchase or supplement these, the agreed terms have priority.
4. If Erhardt makes an offer to conclude a purchase agreement without prior request, the contract is concluded with a written order confirmation from the supplier that corresponds to the offer by Erhardt.
5. Calculations, drawings, plans and other documents that Erhardt attaches to a request or offer remain the property of Erhardt. Erhardt reserves all copyrights and usage rights to these documents. The supplier may not pass on these documents to third parties or use them for purposes other than the conclusion of the contract with Erhardt without the written consent of the buyer. If Erhardt revokes the offer in accordance with clause 6 or if the contract is not concluded, then these documents are to be returned to Erhardt immediately and free of charge.
6. If the supplier does not accept the order within 5 working days of receipt by the supplier, Erhardt is entitled to withdraw. Delivery schedules within the framework of order and release planning become binding at the latest if the supplier does not object within 2 working days of receipt.
7. Working days within the meaning of this provision are the weekdays Monday to Friday with the exception of public holidays at the headquarters of Erhardt.

III. Prices

1. The agreed prices are binding ("fixed prices"). Unless otherwise agreed in writing, the price excludes a delivery "DDP (acc. Incoterms 2010) delivery address - according to the order - including packaging". In particular, this price includes the costs of motorway lorry tolls, customs clearance and packaging. All prices are exclusive of VAT valid at the time of delivery.
2. The prices are only agreed if Erhardt has confirmed them in writing (also by fax and email).

IV. Delivery/transfer of risk/packaging/proof of origin

1. Delivery is at the expense and risk of the supplier. The place of performance is the delivery address indicated on the order.
2. If Erhardt exceptionally accepts the transport costs on the basis of a special agreement, the supplier shall use the transport form prescribed by Erhardt and any transport company specified; if there are no corresponding requirements, they have to choose the cheapest and most suitable transport options for Erhardt. In this case, Erhardt points out that Erhardt is a prohibition/waiver customer in the sense of the General German Forwarder Conditions (ADSp).
3. The supplier shall bear the material risk until acceptance of the goods by Erhardt or by the agent of Erhardt at the place to which the goods are to be delivered according to the order.
4. The supplier must comply with all relevant legal provisions when packaging, labelling and shipping their products.
5. All dispatch notices, delivery notes, packing slips, bills of lading, invoices, outer packaging, etc. must state the order numbers, reference numbers and other details required by Erhardt and specified in the order. If the supplier fails to do so, delays in processing are not the responsibility of Erhardt.
6. If the delivery is earlier than agreed, Erhardt reserves the right to return the goods at the supplier's expense. In the event of premature delivery, the goods can be stored at Erhardt's expense and risk until the delivery date.
7. Erhardt accepts partial deliveries only after express written agreement. For agreed partial consignments, the remaining amount must be listed.
8. The supplier is obliged to take back and return the packaging of the delivery item at its own expense. If Erhardt does not demand the return or disposal of the packaging material within 2 weeks after receipt of the request, Erhardt shall be entitled to return the packaging materials to the supplier at the expense of the supplier or to dispose of them at the supplier's expense. In the case of recurrent delivery, the return can also take place at one of the next deliveries.
9. Erhardt packaging regulations must be observed. Erhardt reserves the right to change packaging regulations within the scope of common standards in consultation with the suppliers. The supplier is liable for damage due to defective packaging.
10. For all deliveries of goods to Erhardt, the supplier shall, by reference to the part number, provide information on the origin and customs tariff number in the invoice. For goods originating in the EU, the supplier shall provide Erhardt with this information unsolicited via a long-term supplier declaration or an individual supplier's declaration. Changes must be reported immediately in writing to the purchaser named in the order by Erhardt.
11. For quantities, weights and dimensions, subject to any other proof, the values determined by the Erhardt incoming goods inspection apply.

V. Delivery time, delivery delay, contractual penalty

1. Agreed delivery dates and deadlines are binding. Receipt of the goods at the destination specified by Erhardt is decisive for the observance of the delivery date. Erhardt is entitled to change the time and place of delivery as well as the type of packaging taking into account the legitimate concerns of the supplier by giving written notice to the supplier at least 14 days before the agreed delivery date. If the supplier proves additional costs as a result of the change, these will be borne by Erhardt. The supplier shall notify Erhardt of the expected additional costs in good time before the delivery date, but at least within 7 days of receipt of the notification of change from Erhardt.
2. The supplier must notify Erhardt in writing without delay if circumstances occur or become apparent to him which indicate that the agreed delivery date can not be met.
3. If the adherence to the delivery date is jeopardised by circumstances for which the supplier is responsible, the supplier has the obligation to shorten the transport time by means of an accelerated form of transport and to bear the additional expenses required for this.
4. In case of a delivery delay, Erhardt shall be entitled to demand a contractual penalty of 0.3% of the order value, a maximum 5% of the order value, per working day (Monday to Friday without holidays); By asserting the contractual penalty, further claims of Erhardt for compensation for damage caused by delay are not excluded. The contractual penalty, if Erhardt asserts further damages, will be credited against this. The supplier is entitled to prove to Erhardt that as a result of the delay no or less damage has occurred. Erhardt shall be obliged to declare a reservation of the penalty at the latest within 10 working days from acceptance of the delayed delivery in case of acceptance of the delayed performance.

VI. Invoicing, payment

1. All invoices of the supplier are - unless otherwise agreed in writing - shall be sent to the address of Erhardt or by e-mail to FiBu-Rechnungen@erhardt-markisen.de. Erhardt can only process invoices if they contain the order number and the order date in accordance with the specifications in the order. The invoice items must match the order items of Erhardt. All necessary documents (especially delivery notes) must be handed over together with the invoice. In addition to the order data, all invoice must also list the shipping method. Invoices may under no circumstances be added to the goods or handed over to non-assigned Erhardt employees. In the event of non-compliance with the invoice, Erhardt shall be entitled to leave the invoice unprocessed and to refuse payment until a properly prepared invoice has been issued. The supplier is responsible for all consequences arising from non-compliance with this obligation, unless he proves that he is not responsible for them.
2. The supplier is obligated to prepare a proper invoice in accordance with the Turnover Tax Act (UStG). In particular, the supplier must enter the tax number issued by the tax office or the value added tax identification number issued by the Federal Office of Finance on the invoice.
3. Performance bills are to be substantiated accordingly. Any additional or reduced services must be listed separately in the invoice.
4. Erhardt shall pay, unless otherwise agreed in writing, the purchase price within 14 days, calculated from delivery and receipt of invoice, with a 3% discount or within 30 days of delivery and receipt of invoice net.
5. In case of faulty delivery, Erhardt is entitled to refuse the payment until proper supplementary

performance.

6. For orders in which the request for payment is only made upon successful acceptance and the creation of an acceptance report, the payment period does not begin until the signed acceptance record has been received by the supplier (receipt stamp).
7. The supplier is not entitled to assign his claims against Erhardt or have them collected by third parties without prior written consent by Erhardt, which may not be unreasonably withheld. If there is a prolonged retention of title, the consent is considered granted. If the supplier assigns his claims for money from a commercial transaction against Erhardt, contrary to section VI.7 sentence 1, to a third party without the consent of Erhardt, Erhardt may, at its discretion, render the supplier or the third party with a liberating effect.
8. Erhardt is entitled, in addition to the rights granted by law for set-off and retention, to offset against Erhardt claims against the supplier based on a delivery contract or any other agreement or amounts owed by the supplier Erhardt against amounts to be paid under a supply contract, or to withdraw from such.

VII. Quality assurance, performance requirements, documentation

1. The supplier shall carry out a quality assurance that is appropriate in terms of type and scope as well as the state of the art and that Erhardt has to prove this at his request.
2. At the request of Erhardt, the supplier must conclude a quality assurance agreement with Erhardt. The regulations contained therein then apply in addition and in case of deviations primarily to these conditions of purchase.
3. During the contract period, the supplier guarantees a consistent manufacturing process and a consistent manufacturing location. Changes in the manufacturing process or location require the prior written consent of Erhardt.
4. The supplier works in accordance with the relevant DIN and ISO standards and meets the requirements for CE certification.
5. The supplier will carry out capacity planning when submitting a binding offer to Erhardt or when submitting an order confirmation based on an order placed by Erhardt. In the event of foreseeable bottlenecks with regard to the agreed or desired delivery date, the supplier must inform Erhardt immediately and arrange for immediate coordination with Erhardt.
6. The supplier is committed to the zero-defect target and will ensure this objective through a 100% goods inspection before delivery to Erhardt.
7. The supplier must observe all relevant federal, provincial or local laws, ordinances and technical regulations as well as industry standards with regard to goods and work and during the execution of the delivery contract. In particular, the supplier warrants that the delivered goods comply with the applicable product safety, environmental and labour regulations.
8. The supplier is responsible for ensuring that the relevant dangerous goods regulations are observed. The supplier is obligated to provide an overview of all dangerous goods and substances that he uses for the execution of supply contracts and to hand out the corresponding safety data sheets to the purchaser named in the order without undue delay after conclusion of the individual contract. The data sheets can also be attached by the supplier to the order confirmation. The supplier must indemnify Erhardt against all claims or damages arising from the improper use of dangerous goods and substances by the supplier.
9. The supplier will provide Erhardt with appropriate installation, operating and maintenance instructions that contain all specific warnings or instructions in the national language of the

delivery address specified in the order or in the individual contract and in English or in the language specified in the individual contract/individual order. The supplier shall immediately and in an unsolicited manner provide the Material Safety Data Sheets relating to the Goods to the purchaser of Erhardt named in the order/individual contract.

VIII. Guarantee; Claims for defects, notice of defects, liability

1. The supplier warrants that the products supplied by him are free from defects in quality and title and that they correspond to the specifications agreed between Erhardt and the supplier. The supplier shall exempt Erhardt from claims of third parties from defects of quality and title. Indemnification by the Supplier relates to all expenses and damages incurred by Erhardt in connection with claims by third parties, including judicial and extrajudicial legal costs.
2. The warranty period is 36 months beginning with the delivery of the delivery items. In the event that acceptance of the delivery items has been agreed, the warranty period begins with the successful final acceptance of the services. The final acceptance must be documented in a written acceptance protocol, which must be signed by Erhardt and the supplier.
3. Erhardt is entitled to the statutory warranty claims in full. In any case, Erhardt is entitled to demand from the supplier, at Erhardt's option, the elimination of the defect or the delivery of a new defect-free item. The rights of Erhardt to rescind or reduction remain expressly reserved, as well as the right to compensation, in particular for damages instead of performance, or for the reimbursement of wasted expenditure.
4. If Erhardt has not concluded a quality assurance agreement with the supplier, Erhardt will inspect the goods for any quality or quantity deviations within a reasonable period according to the proper course of business. Erhardt will notify the supplier of defects by Erhardt or its customers in accordance with the circumstances of customary procedure. The complaint is considered timely, provided it is received by the supplier within a period of two weeks, calculated from the receipt of the goods or in the case of hidden defects.
5. In the case of conclusion of a quality assurance agreement between Erhardt and the supplier, Erhardt is only obliged to check the goods within the scope of a reasonable period of business for identity, substantive agreement between individual retrieval and delivery as well as obvious and outwardly recognisable transport damage. Erhardt checks the delivered goods for quantity and identity as well as other quality deviations exclusively on the basis of the delivery documentation and the labelling on the outermost packaging of the goods. A further obligation to carry out a technical incoming goods inspection by Erhardt does not exist.
6. Erhardt does not have a duty to investigate beyond those mentioned in sections 4 and 5 above.
7. If there is a defect, the supplier is obligated to submit to Erhardt suggestions for corrective measures within a maximum of 6 working days after receipt of the complaint.
8. In the case of faulty delivered goods, the supplier shall provide subsequent delivery or rectification at the discretion of Erhardt. If the supplier cannot carry this out, or if he fails to do so within a reasonable period of time, Erhardt may withdraw from the contract and return the goods at the risk of the supplier and cover them in another manner. The resulting additional costs incurred shall be borne by the supplier.
9. In urgent cases, especially in case of imminent danger to operational safety and/or to avoid imminent unusually high damage at Erhardt or third parties, Erhardt is entitled to undertake the repair itself or have it carried out by a third party, to remedy the damage and make cover purchases to the required extent, if the supplier allows an appropriate short term for

supplementary performance to pass unused in spite of the urgency and/or impending damage. Resulting costs are borne by the supplier. In these cases, Erhardt will provide the supplier with the defective goods or their defective parts at his own expense at his expense; However, Erhardt is entitled to assert a right of retention against this obligation as long as the supplier has not reimbursed Erhardt for expenses incurred as a result of the defect.

10. The statute of limitations of the claims is suspended as long as the goods are for inspection for defects or for rectification by the supplier or his authorities.
11. If the supplier fulfils his supplementary performance obligation by means of a replacement delivery, the period of limitation shall commence anew for the goods delivered as the replacement, unless the supplier expressly and correctly reserves the right to supplementary performance, the replacement only as a matter of goodwill, to avoid disputes or in the interest of the continuance of the supply relationship, or the defect was only insignificant and could be resolved with little cost and time. In paragraph 11 sentence 1, 2. In these cases, the expiry of the statute of limitations is suspended until the defect is successfully remedied.
12. If similar defects or malfunctions occur within more than 10% of the delivered goods of the same type within a period of three years after delivery to Erhardt, there is a type and series damage. In this case, Erhardt is entitled to demand replacement of the entire series of contractual objects - including those in products in which the contractual objects have already been installed - at the expense of the supplier, even if no defects can still be detected in some of them.

IX. Retention of title, supplies and tools of the customer

1. A retention of title by the supplier only becomes an integral part of the contract if it ceases with the payment of the agreed price for the reserved goods and Erhardt is authorised to resell and process it in the ordinary course of business. A further retention of title of the supplier is not accepted.
2. If Erhardt supplies parts for processing or processing at the supplier, the ownership of the parts provided remains with Erhardt. Processing or reshaping by the supplier shall be carried out on behalf of and by Erhardt. If the provided parts are combined with other objects which are not the property of Erhardt, then Erhardt acquires co-ownership of the new object in proportion to the value (purchase price plus total VAT.) of the items that are owned by Erhardt related to the other combined items at the time of the combination.
3. If the item provided by Erhardt is inseparably mixed or blended with other items not owned by Erhardt, Erhardt shall acquire co-ownership of the new items in proportion to the value (purchase price plus total VAT.) of the item that is owned by Erhardt related to the other combined items at the time of the mixing/blending.
4. If the combination, mixing or blending of provided goods according to clauses 2 and 3 in such a way that the supplier's item is to be regarded as the main item, the supplier shall transfer to Erhardt the pro rata co-ownership; the supplier retains the sole ownership or co-ownership for Erhardt.
5. Erhardt retains ownership of tools, equipment and other manufacturing equipment that Erhardt provides to the supplier. The supplier is obligated to use the provided objects exclusively for the production of the goods ordered by Erhardt and to maintain confidentiality of these objects against third parties and to hand them over to Erhardt at any time upon request without charge. The transfer of the provided objects to third parties or the use for the own purposes of

the supplier are inadmissible. The supplier shall insure the tools, devices and other means of production owned by Erhardt at its replacement value against fire, water and theft damage at its own expense. At the same time, the supplier hereby assigns all compensation claims from this insurance to Erhardt. Erhardt hereby accepts the assignment. The supplier is obligated to carry out any required maintenance and inspection work as well as all maintenance and repair work at their own expense in due time. They must notify Erhardt immediately of any incidents; If he neglects this culpably Erhardt reserves the right to claim damages.

6. If tools, devices, production equipment etc. are manufactured or purchased by Erhardt for the execution of an order from the supplier, they shall become the property of Erhardt and shall be marked by the supplier as the property of Erhardt; If Erhardt only partially pays for these items, Erhardt acquires co-ownership of the item in the ratio of the partial amount paid by Erhardt to the total value. The above provisions in clause 5 shall apply mutatis mutandis to the objects manufactured and/or acquired for Erhardt.

X. Copyrights, confidentiality, commissioning of third parties

1. Erhardt's commitment to confidentiality is of particular importance to Erhardt, as Erhardt itself is subject to strict confidentiality obligations on the part of its customers. Supplier is bound to maintain strict secrecy regarding all confidential information received from Erhardt. Confidential information is any information or business related to Erhardt that is not generally known.
2. Insofar as Erhardt has concluded a separate confidentiality agreement with the supplier, this shall take precedence in the event of contradictions or deviations from these conditions of purchase.
3. The supplier is obliged to transfer the comprehensive confidentiality duty incumbent on him in the case of each individual order to all employees.
4. If the supplier of Erhardt has received illustrations, drawings, calculations and/or other documents or objects, Erhardt reserves all proprietary rights and copyrights. They are to be used exclusively for the production on the basis of the order by Erhardt. After completion of the order, they must be returned to Erhardt in an unsolicited manner.
5. The supplier is obliged to keep all received samples, drawings, calculations, other documents, information and/or items strictly confidential. They may only be disclosed to third parties with our express consent. The secrecy obligation also applies after completion of this contract. This is discharged if and to the extent that the manufacturing knowledge contained in the provided illustrations, drawings, calculations and other documents has become generally known. The supplier will oblige its subcontractors in accordance with this clause X. 5.
6. The supplier is only allowed to refer to Erhardt's existing business relationship in information and advertising material with the express written permission of Erhardt.
7. The supplier is liable for all damages which Erhardt incurs from the breach of one of these obligations of confidentiality.
8. Erhardt may, in the event of culpable breach of the obligations set out in points 1 to 6 above, also determine a reasonable contractual penalty at its reasonable discretion and demand it from the supplier. The supplier has the option of having the adequacy of the contractual penalty reviewed by the district court of Memmingen. The contractual penalty, if compensation is claimed, will be offset against this.
9. The supplier undertakes to comply with the agreed requirements for the production site when subcontracting and to provide proof of such upon request. In any case, the commissioning of

third parties does not affect the direct legal responsibility of the supplier towards Erhardt.

10. The supplier shall undertake to subcontractors to the provisions of the preceding paragraphs 3 to 8 in the same way.

XI. Product liability, indemnification, insurance

1. Insofar as the supplier is responsible for a product damage, he is obliged to indemnify Erhardt against claims for damages of third parties insofar as the cause of the product damage is set in his sphere of control and organisation and he himself is liable externally.
2. In this context, the supplier is also obliged to reimburse any expenses arising out of or in connection with a recall conducted by Erhardt. Erhardt will inform the supplier as far as possible and reasonable about the content and extent of the recall measures to be carried out and give him the opportunity to comment. This does not affect any other statutory claims.
3. The supplier is obligated to take out a product liability and recall cost liability insurance policy covering at least €5 million per claim for personal injury, property damage and pecuniary loss, while continuing to maintain the business relationship with Erhardt without interruption, and to provide Erhardt with evidence of such upon request. If Erhardt is entitled to further claims for damages, these remain unaffected.

XII. Protection rights

1. Erhardt shall acquire the non-exclusive, irrevocable, transferable, temporally and spatially unlimited right to use the delivery items and to provide the services to be supplied by the supplier, including the know-how contained therein, as well as the documentation and the object code of the delivered software expel. The same applies to the graphics included in the delivery items or related graphics, company identification, other business names, trademarks and work titles of the supplier.
2. The supplier grants Erhardt the right to revise, modify and expand the respective delivery items and to distribute the products created thereby in a manner other than in the original version of the deliveries. In addition, Erhardt may combine deliveries with other products and provide deliveries to third parties, either alone or in conjunction with other products, at its discretion free of charge or for a fee, either permanently or temporarily. The right of use granted by the supplier does not include Erhardt's right to manufacture its own deliveries, unless this is agreed separately in individual cases.
3. The supplier warrants that no third party rights will be infringed in connection with the delivery of its products and their use and distribution, whereby the Supplier is aware that Erhardt sells its products worldwide. If a claim is filed against Erhardt by a third party for infringement of its rights, the supplier is obligated to exempt Erhardt from these claims, unless the supplier is not responsible for the violation of the rights. The indemnification also includes all necessary expenses which Erhardt incurs in connection with claims by third parties and their defence.

XIII. Advertising ban

The supplier may not advertise the business relationship with Erhardt or products of Erhardt or publicly refer to them without the prior written consent of Erhardt.

XIV. General Code of Conduct

The supplier undertakes to comply with the General Code of Conduct of Erhardt in its business activities, in particular

1. to promote and respect the protection of human rights within its sphere of influence;
2. to respect the freedom of association and to recognise the right to collective bargaining of all employees;
3. to prevent all forms of forced, compulsory and child labour;
4. to adhere to the principle of equality of opportunity in the recruitment and selection of employees;
5. as a minimum standard to comply with all legally applicable health and safety requirements and to raise the awareness of best practices specific to each sector;
6. to respect all applicable environmental protection legislation as a minimum standard and to support a proactive approach to environmental challenges;
7. to comply with all relevant anti-bribery and anti-corruption laws relating to business with Erhardt;
8. to comply with the OECD Guidelines and Section 1502 of the Dodd-Frank Act, which seeks to prevent the use of minerals that directly or indirectly finance or benefit armed groups in the Democratic Republic of the Congo (DRC) or neighbouring countries ("Conflict minerals");
9. to comply with the provisions of the EU General Data Protection Regulation and the Federal Data Protection Act in business dealings with Erhardt.

XV. Jurisdiction, applicable law

1. The exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is the district court of Memmingen in the case of transactions with merchants, legal entities under public law or special funds under public law. However, Erhardt is entitled to assert claims against the supplier before the court in whose jurisdiction the place of business of the supplier is located.
2. Should a provision of these conditions of purchase or an individually concluded contractual agreement be or become ineffective, the validity of these conditions of purchase or of the other further agreements shall not be affected. The contracting parties are obliged to replace the ineffective provision by an effective provision which comes as close as possible to its economic intention.
3. All legal relationships and contractual agreements between Erhardt and the supplier are exclusively subject to the law of the Federal Republic of Germany, excluding the conflict of law rules and the UN Sales Convention (CISG).

Information provided by Erhardt Markisenbau GmbH on data processing for companies, their employees and employees of public bodies.

The following notes on data processing are intended for third parties (customers, suppliers, service providers and employees of public bodies and companies, including managing directors or representatives) who are in a contractual relationship or other proximity with Erhardt Markisenbau GmbH

and are employed by a company with which Erhardt Markisenbau GmbH is or has been in such a relationship or are employees of a public authority or other public body. Use of gendered language is intended to mean all genders.

1. Name and contact details of the responsible person

This privacy policy applies to data processing by the (responsible):

Erhardt Markisenbau GmbH

Registered office: 89349 Burtenbach, Feuerhausgasse 10,
AG Memmingen Register No.: HRB 4124
Managing Director: Wolfgang Marian
VAT ID. according to Article 27 a of the VAT Act: DE130845818
Email: info@erhardt-markisen.de
Tel.: +49 (0) 8285 8990
Fax: +49 (0) 8285 89933

The contact person for privacy issues is:

Oliver Kunert/Sunny Systems GmbH
Tel.: +49 (0) 8285 8990
Email: datenschutz@erhardt-markisen.de

2. Collection and storage of personal data as well as nature and purpose and their use

We collect the following information from you, provided that you communicate it to us in the context of a business relationship or its initiation and you are required to:

- Company or name of public sector,
- Title, first name, surname
- A valid e-mail address,
- Address,
- Telephone number (landline and/or mobile),
- Fax number,
- Information about bank details and payment data
- Other information that you provide to us and that is necessary for the following purposes.

The collection of these data takes place

- To facilitate correspondence with you;
- To identify you as our customer, supplier, service provider or employee or as a public sector employee;
- For invoicing purposes;
- To carry out the contract or to carry out pre-contractual measures;
- To document our service provision
- To settle possible liability claims

The provision of the data is necessary for pre-contractual measures, the conclusion of the contract and/or the execution of the contract. If the data is not provided, the precontractual measures may not be carried out, the contract may not be concluded or may not be properly fulfilled.

The data processing is based on **your request** and is in accordance with Art. 6 para. 1 p. 1 lit. b GDPR for the stated purposes for the appropriate processing of your request and for the mutual fulfilment of obligations under the contract or for the implementation of pre-contractual measures.

The personal data collected by us will be stored until full fulfilment of your request or mutual contractual obligations and then deleted unless we are obliged under Article 6 para. 1 p. 1 lit. c GDPR to store it for a longer period of time, usually ten years, due to legal requirements for storage and documentation (due to HGB [German Commercial Code], StGB [German Criminal Code], AO [German Tax Code]).

3. Transfer of data to third parties

A transfer of your personal data to third parties for purposes other than those listed below does not take place:

Insofar as this is required by Art. 6 para. 1 sentence 1 lit. b GDPR for the execution of the contractual relationship or for carrying out pre-contractual measures with you, your personal data will be passed on to third parties. This includes, in particular, the transfer to auditors, lawyers, insurance companies and shareholders of Erhardt Markisenbau GmbH for the purposes stated in Section 2. The transferred data may be used by the third party exclusively for the stated purposes.

A transfer of the data to a third country or an international organisation does not take place.

4. Affected rights

You have the right to:

- Information about your personal data (Art. 15 GDPR);
- Correction (Art. 16 GDPR);
- Deletion (Art. 17 GDPR);
- Limitation of processing (Art. 18 GDPR);
- Data portability (Article 20 GDPR);
- Revocation of your consent at any time without affecting the lawfulness of the processing based on the consent until the revocation has been made;
- File an appeal to a supervisory authority (article 77 GDPR).

5. Right to object

If your personal data is based on legitimate interests is processed in accordance with Art. 6(1)(1) lit. (e) or (f) GDPR, you have the right to file an objection against the processing of your personal data in accordance with Art. 21 GDPR, provided there are reasons for this arising from your particular situation. In order to exercise your rights or your right to object, without prejudice to your right to complain, send an email to our contact person for privacy issues, **whose email address is listed in section 1 of the above.**