

Terms and Conditions of Delivery and Payment (Version 01/2025)

I. General Provisions, Scope, and Definitions

1. These terms, along with any specific contractual agreements, apply to all deliveries and services. Deviating purchasing terms of the customer do not become part of the contract, even if the order is accepted. Unless otherwise agreed upon, a contract is concluded with the supplier's written order confirmation.
2. The supplier retains ownership and copyrights to samples, cost estimates, drawings, and similar information in both tangible and intangible forms – including electronic formats. These must not be made accessible to third parties. The supplier agrees to disclose information and documents designated as confidential by the customer only with their consent.
3. Both parties guarantee mutual confidentiality of business and technical details. Information and documents labeled as confidential may only be disclosed to third parties with the other party's consent and must be returned upon request or if the order is not placed.
4. These General Terms and Conditions of Delivery and Payment (hereinafter referred to as "GTC") form the basis and integral part of every contractual agreement between the supplier and the respective customer (hereinafter referred to as "Buyer"). These GTC also apply to all future business relationships without requiring explicit agreement. Deviating terms from customers are explicitly rejected. Individual agreements require written confirmation from the supplier.
5. These GTC also apply to all contractual relationships involving foreign parties. German law exclusively applies to all future deliveries and services, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). The contractual language is German.
6. Definitions: "GTC": These General Terms and Conditions of Delivery and Payment of LSB Lift Service Bochum GmbH for the sale of goods. "Contract": The supplier's order confirmation, including the GTC, the customer's order, the supplier's offer, and any other agreed documents for the sale of goods. "Customer": The party purchasing the goods. "Supplier": The party selling the goods. "Goods": Products to be delivered under the contract. "Software": Software required to operate the goods.

II. Offers and Offer Documents

1. Documents included with the offer, such as illustrations, drawings, weights, and dimensions, are only approximate unless explicitly specified as binding. The supplier retains ownership and copyright of cost estimates, drawings, and other documents; these must not be disclosed to third parties. The supplier is obliged to make plans designated as confidential by the customer accessible to third parties only with the customer's consent.
2. Unless otherwise stated, the supplier's offer expires automatically thirty (30) days after the issuance date.

III. Contract Formation and Delivery Scope

1. Unless otherwise agreed upon, a contract is concluded with the supplier's written order confirmation. The delivery scope is defined by the supplier's written order confirmation. For binding offers accepted within the specified time, the offer determines the scope unless an order confirmation is provided in time. Additional agreements and changes require the written confirmation of the supplier.
2. Side agreements and amendments require written confirmation from the supplier. Deviating purchasing terms from the customer do not form part of the contract, even if the order is accepted. The responsibility for selecting and ensuring the goods' suitability lies solely with the customer.
3. Numerical data, such as weights, dimensions, capacities, prices, and performance figures in catalogs, brochures, and price lists, are for informational purposes only unless otherwise agreed.

IV. Prices and Payment Terms

1. Prices: Prices are ex-works, including loading at the factory, but excluding packaging and unloading. Statutory VAT is added to the prices. The supplier reserves the right to adjust prices if the delivery scope changes or legal regulations require it.
2. Payment Terms: Unless otherwise agreed, invoices are payable net within 14 days of receipt.
3. Right of Retention and Set-Off:
 - 3.1. The customer is entitled to rights of refusal or retention only to the extent that these relate to undisputed or legally established claims or if the supplier is guilty of gross contractual violations.
 - 3.2. Offsetting claims is only permitted if they are undisputed, legally established, or ready for decision. A right of retention can only be exercised if the customer's counterclaim arises from the same contractual relationship.
4. Interest on Late Payments: In the event of late payments, interest is charged at 9 percentage points above the base interest rate as per § 288 BGB.
5. Payment by Check: Payment obligations are deemed fulfilled only when the amount is credited to the supplier's account. In cases of financial deterioration on the part of the customer, delivery will only be made against prepayment or provision of security. Outstanding checks become immediately payable in such cases.
6. Advance Payments: If the customer's financial situation demonstrably deteriorates, the supplier is entitled to demand advance payments or securities. If the customer fails to comply, the supplier is entitled to withdraw from the contract and claim damages. The supplier may specifically demand advance payments if:
 - a) The customer is in default with a payment;

- b) Insolvency proceedings are applied for or opened against the customer;
- c) The customer commits substantial contractual breaches that raise doubts about their creditworthiness.

7. Taxes: Value-added taxes (VAT), sales taxes, withholding taxes, customs duties, and other levies or fees of any kind incurred in connection with fulfilling the contract are not included in the price and must be borne by the customer. If such taxes are imposed on the supplier, the customer must pay them directly to the appropriate authorities within the specified deadlines. If the customer cannot directly pay these taxes due to legal regulations, the supplier will pay them, and the customer must reimburse the supplier within fifteen (15) days upon presentation of adequate proof of payment.
8. Price Adjustments: The supplier may adjust prices if the period between contract conclusion and delivery of goods exceeds three (3) months. Furthermore, the supplier may adjust prices after the conclusion of the contract if one or more of the following events occur:
 - a) The agreed delivery date is extended or must be extended due to circumstances not attributable to the supplier;
 - b) The delivery scope has been changed;
 - c) Contract execution has been altered due to improper or incomplete documentation provided by the customer;
 - d) Laws or generally accepted interpretations of laws have changed.

V. Delivery Time and Delays

1. The delivery time is determined by the agreements between the contracting parties. Compliance requires that all commercial and technical issues have been clarified, and all obligations of the customer have been fulfilled. If this is not the case, the delivery time will be extended appropriately unless the delay is attributable to the supplier.
2. Adherence to the delivery deadline is contingent upon correct and timely self-delivery as well as the fulfillment of all obligations by the customer. In cases of force majeure or other unforeseeable events, the delivery time will be extended appropriately. The supplier will promptly inform the customer of the start and end of such circumstances.
3. Force Majeure: Force majeure includes events beyond the reasonable control of the supplier or its subcontractors, including but not limited to natural disasters, war, terrorist acts, rebellion, revolution, contamination, civil unrest, strikes, sabotage, lockouts, port congestion, sanctions, blockades, embargoes, export or import restrictions, government regulations or other directives, restricted energy supply, epidemics, pandemics, quarantine, earthquakes, volcanic activity, fire, flooding, and storms. The non-payment of outstanding amounts does not qualify as a force majeure event. The supplier is obligated to promptly inform the customer about the occurrence, duration, and expected effects of the force majeure. If the force majeure lasts longer than 90 days, both parties are entitled to terminate the contract with immediate effect through written notice to the other party. In such cases, the supplier is entitled to payment for all work partially or fully performed, all ordered materials, and reasonable expenses incurred in anticipation of completing the work, as well as demobilization costs. In the event of termination due to force majeure, the supplier is entitled to claim the value of all completed work and costs incurred up to that point. The supplier is not obligated to provide services or send personnel to the customer's site if this would contravene governmental orders or pose significant health risks.
4. The delivery deadline is considered met if the goods have left the supplier's premises or readiness for dispatch has been reported by the agreed deadline. If acceptance is required, the date of acceptance is decisive, or alternatively, the notification of readiness for acceptance.
5. If dispatch or acceptance is delayed due to reasons attributable to the customer, the customer will be charged for the costs incurred as a result of the delay, starting one month after the notification of readiness for dispatch or acceptance.
6. The customer may withdraw from the contract without setting a deadline if the supplier is permanently unable to fulfill the entire performance before the transfer of risk. Additionally, the customer may withdraw if part of the delivery becomes impossible and they have a justified interest in rejecting partial delivery. If this is not the case, the customer must pay the proportionate contract price for the partial delivery. The same applies to the supplier's inability to perform. Section IX applies in all other respects.
7. If the impossibility or inability arises during the customer's delay in acceptance or if the customer is solely or predominantly responsible for the circumstances, they remain obligated to provide consideration.

VI. Transfer of Risk and Acceptance

1. The risk transfers to the customer as soon as the goods leave the supplier's premises, even if partial deliveries are made or the supplier has undertaken additional services, such as shipping costs, delivery, or installation. If acceptance is required, this shall determine the transfer of risk. Acceptance must be carried out promptly on the scheduled date or, alternatively, after notification of readiness for acceptance. The customer may not refuse acceptance due to minor defects.
2. If dispatch or acceptance is delayed or does not occur due to circumstances not attributable to the supplier, the risk transfers to the customer on the date of notification of readiness for dispatch or acceptance. The supplier is obligated to take out insurance requested by the customer, provided the costs are borne by the customer. Notwithstanding this, the supplier retains ownership of the delivered goods until full payment by the customer, as detailed in the provisions of Incoterms® 2020.
3. Partial deliveries are permissible as long as they are reasonable for the customer.
4. For deliveries or partial deliveries transported using the supplier's own vehicles, unloading is solely the responsibility of the customer, at their cost and risk. The customer must ensure that the personnel and equipment required for unloading are available upon delivery. Otherwise, the provisions under clause 1 apply accordingly. Ownership retention and transfer are governed by the terms of Incoterms® 2020 and specific provisions laid out in separate agreements.

VII. Retention of Title

1. The supplier retains ownership of the delivered goods until all payments arising from the entire business relationship have been received. In the event of a breach of contract by the customer, particularly in cases of payment default, the supplier is entitled to reclaim the goods after issuing a warning, and the customer is obligated to return them. The reclaiming or seizure of the goods by the supplier constitutes a withdrawal from the contract.

2. If the customer processes the goods with other items not owned by the supplier, the supplier acquires co-ownership of the new product in proportion to the value of the reserved goods relative to the other processed items at the time of processing. The new product is considered reserved goods under these terms, and the customer acquires a right of expectancy to it.
3. The purchaser is only entitled and authorized to resell the goods subject to retention of title on the condition that the purchase price claim from the resale is assigned to the supplier to the amount of the invoice value of the goods delivered and that the purchaser retains title to the goods subject to retention of title until the purchase price has been paid in full by the customer.. The customer's buyer acquires ownership of the reserved goods upon full payment of the purchase price.
4. The customer is not entitled to dispose of the goods in any other way; in particular, they may not pledge or assign the goods as security. In the event of seizure, confiscation, or other disposals by third parties, the customer must notify the supplier immediately.
5. The customer hereby assigns to the supplier their claims arising from the resale of the reserved goods if the customer disposes of them before acquiring ownership. This applies regardless of whether the reserved goods are sold to one or more buyers, combined with other goods not belonging to the supplier, or incorporated into another item. The assigned claim secures the supplier's claims to the extent of the value of the respective reserved goods sold.
6. The supplier agrees to release securities upon the customer's request if the value of all securities exceeds 130% of the secured claims. The supplier reserves the right to choose which securities to release.
7. If the customer has not taken out insurance, the supplier is entitled to insure the goods against fire, water, and other damages at the customer's expense. The customer is obligated to adequately insure the goods and provide proof of the insurance upon request.
8. In cases of contractual breaches by the customer, particularly in cases of payment default, the supplier is entitled to reclaim the goods after issuing a warning, and the customer is obligated to return them. The customer bears all costs associated with the reclamation of the goods.
9. Due to the retention of title, the supplier can only demand the return of the goods if they have withdrawn from the contract. The filing for insolvency proceedings entitles the supplier to withdraw from the contract and demand the immediate return of the goods. The customer is obligated to notify the supplier promptly about the initiation of insolvency proceedings.
10. The filing for insolvency proceedings entitles the supplier to withdraw from the contract and demand the immediate return of the goods. The customer is obligated to notify the supplier promptly about the initiation of insolvency proceedings.

VIII. Warranty

The supplier provides a warranty for material and legal defects in the delivery, excluding further claims, subject to Section IX ~; as follows:

Material Defects

1. All parts that prove to be defective due to circumstances existing before the transfer of risk will, at the supplier's discretion, be repaired free of charge or replaced with new parts. The customer must notify the supplier of such defects in writing without delay. Replaced parts become the property of the supplier.
2. The customer must provide the supplier with the necessary time and opportunity to carry out all repairs and replacement deliveries deemed necessary by the supplier. Otherwise, the supplier is released from liability for the resulting consequences. In urgent cases where operational safety is at risk or to prevent disproportionately large damages, the customer has the right to remedy the defect themselves or have it remedied by a third party and claim reimbursement for the necessary expenses from the supplier. The supplier must be informed immediately in such cases.
3. If a complaint is found to be justified, the supplier bears the costs of the replacement part, including shipping, and reasonable costs for removal and reinstallation. Additionally, where reasonably required based on the specific case, the supplier will cover the costs of providing their technicians and auxiliary personnel.
4. Exclusions from Liability: The supplier assumes no liability for the following:
 - a. Improper or inappropriate use
 - b. Faulty assembly or commissioning by the customer or third parties
 - c. Natural wear and tear
 - d. Improper or negligent handling
 - e. Lack of proper maintenance
 - f. Unsuitable operating materials
 - g. Deficient construction work
 - h. Unsuitable building ground
 - i. Chemical, electrochemical, or electrical influences, provided they are not the supplier's responsibility.
5. If the customer or a third party performs improper repairs, the supplier is not liable for the consequences. The same applies to modifications to the delivered item made without the supplier's prior consent.
6. The supplier is only liable for seals and other wear parts within the scope of the warranty provided by their subcontractors, provided standard hydraulic pipes are used, and the devices are operated under normal operating temperatures (below 80°C). If non-flammable fluids or higher operating temperatures are used, the customer must explicitly inform the supplier in advance.

Legal Defects

1. For the use of the delivered item that infringes industrial property rights or copyrights in Germany, the supplier will, at their own expense, generally secure the customer's right to continue using the item or modify the delivered item in a way that is reasonable for the customer to ensure that the infringement no longer exists.
If this is not possible under economically reasonable conditions or within an appropriate timeframe, the customer is entitled to withdraw from the purchase contract. Under these conditions, the supplier also reserves the right to withdraw from the contract. Furthermore, the supplier will indemnify the customer against any undisputed or legally established claims of the respective holders of such property rights.

2. The obligations of the supplier stated in Section VII.7 are final for cases of infringement of property rights or copyrights, subject to Section VIII.2. These obligations apply only if:
 - a) The customer immediately notifies the supplier of any claims concerning property or copyright infringements,
 - b) The customer reasonably supports the supplier in defending against such claims or enables the supplier to carry out the modifications as outlined in Section VIII.1,
 - c) All defensive measures, including out-of-court settlements, are reserved for the supplier,
 - d) The legal defect is not based on instructions from the customer, and
 - e) The infringement was not caused by the customer modifying the delivered item without authorization or using it in a manner not in accordance with the contract.

IX. Liability and Limitations of Liability

1. If the delivered item cannot be used by the customer as intended due to the supplier's fault, either through omitted or defective execution of proposals and consultations made before or after contract conclusion, or due to the violation of other contractual obligations – particularly instructions for the operation and maintenance of the delivered item – the provisions of Sections VIII and IX shall apply, excluding any further claims by the customer.
2. Exclusion of Liability under Certain Conditions: The supplier assumes no liability for the following:
 - a) Unsuitable or improper use,
 - b) Faulty assembly or commissioning by the customer or third parties,
 - c) Natural wear and tear,
 - d) Improper or negligent handling,
 - e) Inadequate maintenance,
 - f) Unsuitable operating materials,
 - g) Deficient construction work,
 - h) Unsuitable building ground,
 - i) Chemical, electrochemical, or electrical influences, unless attributable to the supplier.
3. Liability for Damages Outside the Delivered Item: The supplier is liable for damages not occurring to the delivered item itself – regardless of the legal grounds – only:
 - a) In cases of intent,
 - b) In cases of gross negligence by the owner, governing bodies, or senior executives,
 - c) In cases of culpable injury to life, body, or health,
 - d) For defects in the delivered item, where liability exists under the Product Liability Act for personal injury or damage to privately used property,
 - e) In cases of culpable breach of essential contractual obligations, with liability limited to foreseeable, typical contractual damages.
4. Liability for Simple Negligence: In cases of culpable breach of essential contractual obligations, the supplier is also liable for simple negligence, but liability is limited to foreseeable, typical contractual damages.
5. Exemption from Personal Liability: The personal liability of the supplier's legal representatives, agents, and employees is excluded, except in cases of intentional or grossly negligent behavior.
6. Liability for Ancillary Obligations: If, due to the supplier's fault, the delivered item cannot be used as intended by the customer because of omitted or defective execution of proposals and consultations or other contractual obligations – particularly instructions for operation and maintenance – the supplier is liable for the resulting damage. Further claims by the customer are excluded unless intent or gross negligence by the supplier is proven.
7. Exclusion of Further Claims: Additional claims by the customer, particularly for damages due to impossibility of performance, are excluded unless mandatory legal provisions apply.

X. Statute of Limitations

1. All claims by the customer – regardless of the legal basis – expire after 12 months. This also applies to the limitation period for recourse claims within the supply chain as per § 445b (1) BGB, provided that the final contract in this supply chain is not a consumer goods purchase. The suspension of the limitation period under § 445b (2) BGB remains unaffected.
2. For claims for damages under Section VIII.10 a-c and e, the statutory limitation periods apply. These also apply to defects in buildings or for delivered items that, according to their customary use, were utilized for a building and caused its defectiveness.
3. Claims by the customer, if they are a consumer, are subject to the statutory provisions.

XI. Right of Withdrawal and Obligations of the Customer

Customer's Right of Withdrawal

1. The customer may withdraw from the contract if the supplier becomes definitively unable to fulfill the entire performance before the transfer of risk. The same applies in cases of the supplier's inability to perform. The customer may also withdraw if, in the case of an order for similar items, the execution of part of the delivery becomes impossible in quantity, and they have a legitimate interest in refusing partial delivery. If this is not the case, the customer may reduce the consideration accordingly.
2. If there is a delay in performance as defined in these delivery terms, and the customer grants the delayed supplier an appropriate grace period with the express declaration that they will reject the performance after this period expires, and if the grace period is not met, the customer is entitled to withdraw from the contract. Further claims and rights of the customer are excluded.
3. If the impossibility arises during the customer's delay in acceptance or due to their fault, the customer remains obligated to provide consideration.
4. The customer also has a right of withdrawal if the supplier allows a reasonable grace period set for repairs or replacement deliveries regarding a defect attributable to the supplier's fault to expire unsuccessfully. The customer's right of withdrawal also applies in cases of the impossibility or inability of the supplier to repair or replace the defective item.

Supplier's Right of Withdrawal

1. In the event of unforeseen circumstances as described in Section V of these delivery terms, which significantly alter the economic relevance or content of the performance or have a substantial impact on the supplier's operations, and in cases where the subsequent impossibility of execution arises, the contract will be appropriately adjusted. If such an adjustment is not economically feasible, the supplier has the right to withdraw from the contract in whole or in part.
2. The customer is not entitled to claims for damages due to such a withdrawal. If the supplier intends to exercise their right of withdrawal, they must notify the customer promptly upon recognizing the implications of the event, even if an extension of the delivery period was initially agreed with the customer.
3. Significant changes in the customer's circumstances or relevant information, particularly cessation of payments, insolvency, filing for bankruptcy, or a change in the company's legal form, entitle the supplier to withdraw from the contract or demand appropriate security.

Customer's Duty to Cooperate

1. The customer is obligated to inspect the goods promptly upon delivery and, where feasible, perform a test processing or trial use. Any visible defects must be reported to the supplier without delay, but no later than five (5) working days after delivery of the goods, in writing. If the customer discovers hidden defects during the limitation period, they must notify the supplier in writing within five (5) working days of discovering the defect. The defects must be described in detail in the notification to the supplier. If the customer fails to provide the above-mentioned notification or does not adhere to the specified notification period, the goods are deemed approved, and the customer forfeits all claims against the supplier regarding the respective defect.

XII. Software Usage

1. If the delivery includes software, the customer is granted a non-exclusive, non-transferable, and non-sublicensable right to use the delivered software, including its documentation, solely on the designated delivered item. Use of the software on more than one system is prohibited.
2. The customer may copy, modify, translate, or reverse-engineer the software from object code to source code only to the extent permitted by law (§§ 69a ff. UrhG). The customer agrees not to remove or alter manufacturer information, particularly copyright notices, without the supplier's prior express consent.
3. All other rights to the software and its documentation, including copies, remain with the supplier or the respective software provider. The customer does not acquire any rights to the software beyond those explicitly granted. Granting sublicenses is not permitted.

XIII. Intellectual Property

1. The term "intellectual property (rights)" refers to all ownership, protection, and other rights to intellectual creations, including but not limited to patents, patent applications, inventions, developments, software, utility models, designs, trade names, trademarks, domain names, copyrights, know-how, and trade secrets.
2. The intellectual property rights, including any subsequent modifications, created by or licensed to the supplier before or after the conclusion of the contract, are solely owned by the supplier or the respective third party. If such intellectual property rights are embedded in goods delivered by the supplier to the customer, the customer is granted a non-transferable and non-exclusive license to use these rights for the operation and maintenance of the goods.
3. The supplier is exempt from liability for infringement of third-party intellectual property rights if the infringement arises from or is associated with the following:
 - a) Modifications made by the customer or a third party,
 - b) Use of the goods under conditions other than those specified in the contract or in the supplier's operating or maintenance instructions,
 - c) Use, combination, or incorporation of a product, software, design, technique, specification, or intellectual property originating from or provided by the customer or a third party,
 - d) Use of anything other than the most recent updates, upgrades, or current version of the respective software.
4. The customer indemnifies the supplier against all third-party claims related to contract performance if the goods are manufactured according to the customer's drawings, sketches, or other instructions, unless the customer is not responsible for the infringement of the third party's intellectual property rights. Additional claims by the supplier against the customer remain unaffected.

XIV. Applicable Law

1. The place of performance and the exclusive jurisdiction for all disputes arising from or in connection with this contract is Bochum. However, the supplier is also entitled to file lawsuits at the customer's principal place of business or any other permissible jurisdiction.
2. The legal relationship between the supplier and the customer is governed exclusively by the law of the Federal Republic of Germany. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and conflict-of-law rules is excluded.
3. Amendments and additions to this contract, including this clause, require written form. This also applies to any agreement waiving the requirement for written form.
4. If any provision of this contract is found to be invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. The invalid or unenforceable provision shall be deemed replaced by a provision that most closely reflects the economic purpose of the invalid or unenforceable provision in a legally permissible manner.
5. The contracting parties undertake to fulfill all obligations set out in this contract. Amendments or additions to this contract require written form and the consent of both parties. Rights and obligations arising from this contract may only be transferred to third parties with the prior written consent of the other party.

XV. Miscellaneous Provisions

1. This contract represents the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior discussions and agreements in this regard. The relationship between the parties is that of independent contractors.
2. Amendments to the contract require written form and the signatures of duly authorized representatives of each party. This also applies to any waiver of the requirement for written form.
3. The customer's rights and obligations under the contract may not be transferred, assigned, or derived to third parties without the prior written consent of the supplier.
4. Both parties agree to treat all information obtained within the contractual relationship as confidential and not to disclose it to third parties. This obligation continues after the termination of the contractual relationship.
5. If any provision of the contract is declared invalid or unenforceable by a competent court, the remaining provisions of the contract shall remain in full force and effect. The parties shall negotiate in good faith a replacement clause for any invalid or unenforceable provision that most closely reflects the intent of the parties at the time of contracting.
6. The supplier's failure to enforce any provision of the contract shall not be construed as a waiver of the supplier's right to enforce that provision or any other provision or right at a later date.
7. Significant changes in the customer's circumstances, such as cessation of payments, insolvency, or bankruptcy filings, entitle the supplier to withdraw from the contract or demand appropriate securities.
8. The contracting parties undertake to fulfill all obligations set out in this contract. Amendments or additions to this contract require written form and the consent of both parties.
9. Rights and obligations arising from this contract may only be transferred to third parties with the prior written consent of the other party.

XVI. Information According to Article 13 GDPR

1. Name and Contact Details of the Data Controller:
LSB Lift Service Bochum GmbH
Herzogstr. 32
44807 Bochum
Germany
Telephone: +49 (0)234 /50698-0
Email: info@lsbochum.de
2. Contact Information for Data Protection:
We are happy to provide information on data protection under the following contact details:
LSB Lift Service Bochum GmbH
Herzogstr. 32
44807 Bochum
Germany
Email: info@lsbochum.de
3. Purpose and Legal Basis for Data Processing:
We process your personal data for the following purposes:
a) Fulfillment of contracts (Art. 6(1)(b) GDPR)
b) Compliance with legal obligations (Art. 6(1)(c) GDPR)
c) Protection of legitimate interests (Art. 6(1)(f) GDPR), e.g., optimizing our business processes and improving our customer service.
4. Categories of Personal Data:
We process the following categories of personal data in particular:
a) Contact data (e.g., name, address, email address, telephone number)
b) Contract data (e.g., contract number, contract content)
c) Payment data (e.g., bank details, billing information)
5. Recipients of Data:
Your personal data is shared with:
a) Internal departments to fulfill our contractual and legal obligations
b) External service providers acting on our behalf (e.g., IT service providers, payment service providers)
c) Public authorities and institutions as required by law
6. Data Transfers to Third Countries:
Personal data is transferred to third countries only if it is necessary to fulfill our contractual obligations, required by law, or you have given your consent. In such cases, we ensure that appropriate safeguards are in place to protect your data.
7. Storage Duration:
Your personal data is stored as long as necessary to fulfill our contractual and legal obligations. After these periods, the data is regularly deleted unless further processing is required to preserve evidence or defend against legal claims.
8. Your Rights:
You have the right to:
a) Request information about your personal data processed by us (Art. 15 GDPR).
b) Request the correction of incorrect or incomplete personal data stored by us (Art. 16 GDPR).
c) Request the deletion of your personal data stored by us, unless its processing is required to comply with a legal obligation (Art. 17 GDPR).
d) Request restriction of the processing of your personal data (Art. 18 GDPR), e.g., if the accuracy of the data is contested by you or the processing is unlawful.
e) Receive your personal data in a structured, commonly used, and machine-readable format or request its transfer to another

controller (Art. 20 GDPR).

f) Withdraw your consent at any time (Art. 7(3) GDPR).

9. **Right to Object:**
If your personal data is processed based on legitimate interests (Art. 6(1)(f) GDPR), you have the right to object to the processing (Art. 21 GDPR), provided there are reasons arising from your particular situation.
10. **Right to Lodge a Complaint:**
You have the right to lodge a complaint with a supervisory authority (Art. 77 GDPR) if you believe that the processing of your personal data is unlawful.
11. **Provision of Personal Data:**
Providing your personal data is necessary for fulfilling our contractual obligations. Without this data, we are generally unable to conclude or execute the contract with you.
12. **Automated Decision-Making:**
Automated decision-making as defined by Art. 22 GDPR does not take place.