

Ag of 04/2020

General Terms and Conditions of Sale and Delivery

1. General provisions

1.1

These General Terms and Conditions of Sale and Delivery constitute, in the version thereof in effect at the time of offer, the basis for all of our offers, deliveries and services, even if reference is no longer expressly made to them in the course of further business dealings. The special terms and conditions that are published with the price list in effect at the time of offer, the particulars of our services and the technical information pertaining to our individual products apply in addition. These constitute the basis of our General Terms and Conditions of Sale and Delivery and must be observed by the customer. In the event of discrepancies between any of the special terms and conditions with technical information and the General Terms and Conditions of Sale and Delivery, the more specific provision in the applicable special terms and conditions with technical information takes precedence over the general provisions in the General Terms and Conditions of Sale and Delivery. The customer's terms and conditions of purchase are hereby expressly excluded. They are binding only insofar as they have been expressly acknowledged by us in writing.

1.2

For the purposes of the General Terms and Conditions of Sale and Delivery, customers are defined exclusively as contractors. Contractors, for the purposes of the General Terms and Conditions of Sale and Delivery, are defined as natural persons or legal entities, or partnerships with legal capacity, with whom a business relationship is entered into and who are acting in pursuit of a trade or business or are engaged in an independent professional activity.

1.3

All construction work, including assembly, is subject, if the order is placed by a contracting party who is active in the building trade, to the version of the Contracting Rules for Award of Public Works Contracts (Verdingungsordnung für Bauleistungen) (VOB / Parts B and C) in effect when the contract is entered into, and it is otherwise subject to these General Terms and Conditions of Sale and Delivery.

1.4

The offers contained in our catalogues and sales documents, along with those contained on the Internet that are not expressly described as binding, are in all instances non-binding; i.e. they are to be understood as merely invitations to submit an offer. Placed orders become binding on us only by means of a written order confirmation (in writing or in text form). In the event that an order is to be carried out immediately, the delivery note or the invoice also is deemed to be confirmation of the order.

1.5

Contracts are entered into only subject to the reservation that we are supplied correctly, timely and in full by our own suppliers. This provision applies only in the event that a failure to make delivery, or to deliver correctly, to us is beyond our control, in particular when a transaction with congruent coverage has been entered into with our supplier. The customer shall be informed immediately if the deliverable is unavailable. The consideration therefor shall be refunded immediately.

Ag of 04/2020

General Terms and Conditions of Sale and Delivery

1.6

If our sales employees or commercial agents make oral collateral agreements or promises that go beyond the written contract, those agreements or promises are in all instance subject to written confirmation (in writing or in text form). The preceding provision does not apply to oral explanations by our executive management or by persons to whom we have delegated full powers.

1.7

The same applies to alterations, collateral agreements and performance data. Contractual performance is governed by the content of the confirmation.

1.8

We are entitled to change, within reason, our deliverables' materials as specified in our offers or agreed with the customer without our customer's consent, in particular when such a change does not result in any change in the characteristics or functionality of the ordered deliverable.

1.9

We reserve ownership of, copyright in and other property rights to cost estimates, drawings, plans and other documents; they may be made accessible, made known, used or duplicated by third parties only with our prior written consent and must be returned to us free of charge on request.

1.10

As a rule, the nature and quality of our deliverables are exclusively as specified in our product description. Our public statements, endorsements and advertising, on the other hand, do not constitute a contractual representation of the nature or qualities of any deliverable. An agreement guaranteeing the qualities or durability of the deliverable to be supplied by us is present only if it has been expressly made in writing.

2. Delivery time and delivery commitment

2.1

Deliveries are made ex works.

2.2

We are entitled within reason to render partial performance or to make partial deliveries.

2.3

Absent an undertaking on our part that is expressly described as binding, an agreed delivery period is deemed to be only approximate. That period begins on the date on which all technical and other particulars of the order are clarified, any requisite documents are provided and any agreed initial payment is made. It shall be extended by the amount of time in which the customer remains in default of its contractual duties, including, within a current business relationship, duties under other contracts.

2.4

Ag of 04/2020

General Terms and Conditions of Sale and Delivery

Lawful labour disputes and all instances of force majeure that impede the ability to make delivery, be they on our end, on our suppliers' end, or in the transport system – in particular, unforeseeable breakdowns, unforeseeable technical difficulties, disruptions in energy supply or the supply of raw materials, transportation interruptions, measures taken by sovereign authorities, or war – release us from the duty to make delivery for the duration of their effect plus a reasonable start-up period. In the event that delivery remains impossible thereafter, we are thus released in full. If the impediment lasts more than three months, the customer is entitled, after granting a reasonable extension of time, to rescind the contract in respect of those parts of it that remain unperformed.

The following coronavirus-related disruptions are deemed to be force majeure:

- Delays in delivery of materials as a consequence of disrupted or interrupted supply chains on our part or that of our suppliers.
- Impediments as a consequence of government decrees that relate directly to our works or those of our suppliers (particularly closures).
- Impediment of timely performance or delivery as a consequence of a government decree that may affect labour input (in particular, plant closures by public authorities, quarantine orders, or other orders such as lockdowns, etc.).

2.5

We are liable for failure to make timely deliveries only if we or our performing agents are at fault therefor. We are not responsible for fault on the part of our suppliers. We undertake, however, that we shall assign to the customer, at the customer's request, any such claims to damages against the supplier as may arise.

2.6

Without prejudice to other rights, we may rescind the contract or terminate the contract for good cause if legitimate doubts as to the customer's solvency arise after the contract is made; in particular, if the customer fails to pay a due and payable debt after an extension of time is granted with a notice of refusal, an application is made for the opening of insolvency proceedings or comparable legal proceedings against the customer's assets, or in the event of a protest of a cheque or bill of exchange or cessation of payment.

2.7

The customer is in default of acceptance, and becomes liable to us for damages, if it does not accept the delivery or otherwise omits an act of cooperation.

Ag of 04/2020

General Terms and Conditions of Sale and Delivery

2.8

If delivery on a call-off basis is agreed, the customer is obliged to request the delivery within a reasonable period of time. Such period is no longer reasonable if there are more than 15 calendar days between the prospective delivery date and the delivery request.

2.9

If the call-off order is not placed by 15 calendar days after the agreed (prospective) delivery date at the latest, we are entitled to put the goods into storage at the customer's expense and risk. The goods are then deemed to have been requested and delivered. The customer is then obliged to make payment immediately. From the 15th calendar day on, a charge of EUR 50.00 net for each load carrier used accrues per week commenced for the costs of providing storage and racks; see our services.

3. Prices

3.1

Prices are as specified in the order confirmation ex works, with the addition of packaging, freight and other shipping costs and the statutory value-added tax in effect at the time.

3.2

If the delivery date envisaged in the order confirmation is exceeded for reasons that fall within the scope of the customer's responsibility, then, if there is a change in the cost factors (an increase in costs in the interim), the price may be adjusted accordingly.

4. Shipping – Transfer of risk – Packaging

4.1

Unless otherwise provided in writing (in written or text form), deliverables are shipped at the customer's expense.

4.2

The risk of loss and/or deterioration of deliverables passes to the customer upon delivery at the place of performance or, in the case of a sale by delivery to a place other than the place of performance, upon delivery (defined as the beginning of the loading process) of the deliverable to the freight forwarder, carrier, or person or establishment otherwise designated to effect the shipment. Default in acceptance by the customer is equivalent to delivery.

4.3

If our deliverable is delivered by vehicles travelling on our account, the risk passes to the customer upon delivery at the point of destination.

Ag of 04/2020

General Terms and Conditions of Sale and Delivery

4.4

Any insurance against breakage and transport risks shall be assumed at the customer's request and expense and is subject in addition to the special terms and conditions pertaining to the individual products.

4.5

If shipping is delayed at the request or by fault of the customer, the deliverable shall be put into storage at the customer's expense and risk. In this case, the notice of delivery is equivalent to shipment. Upon placement into storage, the invoice becomes due and payable immediately. In addition, from the 7th calendar day on, a charge of EUR 50.00 net for each load carrier used accrues per week commenced for the costs of providing storage and racks; see our services.

4.6

Reusable packaging and glass transport racks, unless they are separately provided for a charge as disposable packaging or disposable racks, are owned by us. These are made available to the customer only on loan, with rent due in the event that they are lost, and only for a limited period of time.

Our delivery note is deemed proof of receipt of our reusable packaging. The customer bears liability for damage to them unless it proves that the damage was already present at delivery.

Notice to collect the reusable packaging must be given to us by means of the return request form no later than 30 calendar days after delivery. The reusable packaging must be made available at the kerb.

If its return is delayed beyond the 30th calendar day for reasons that lie within the customer's sphere of influence, we shall charge, from the 31st calendar day on, rent in the amount of EUR 3.50 per calendar day and per reusable packaging item. The maximum invoice amount shall be equivalent to the residual value of the reusable packaging as of the date on which it is provided on loan; see our services.

4.7

It is solely the customer's task and obligation to provide for suitable unloading equipment and to provide the requisite manpower for unloading.

4.8

If the customer desires assistance for unloading (including unloading equipment), that shall be invoiced at cost in addition; see our services. Assistance with these services does not, however, signify assumption of any liability or transfer of risk.

Ag of 04/2020

General Terms and Conditions of Sale and Delivery

5. Reservation of ownership

5.1

We reserve ownership of the delivered deliverable until all accounts arising from the business relationship have been settled. This applies also if particular or all amounts are included in a current account and the account is balanced and the balance acknowledged. Payment is deemed made when we receive the consideration.

5.2

In the event of conduct by the customer in breach of the contract – in particular, in the event that the customer is in default of payment – we are entitled to rescind the contract and to demand return of the deliverable, to label it for that purpose and to enter upon the business premises.

5.3

No working or processing of the deliverable undertaken for us by the customer gives rise to any obligation on our part. An expectant right to the item of purchase is retained when that item is transformed. If the deliverable is processed or joined with items that do not belong to us, we shall acquire co-ownership of the new item in proportion to the ratio between the invoice value of the reserved goods and that of the other items at the time of processing. If the customer acquires sole ownership pursuant to § 947 (2) of the German Civil Code (Bürgerliches Gesetzbuch – BGB), the contracting parties agree that the customer grants us co-ownership of the new item commensurate with the aforementioned ratio. A new item that the customer keeps for us free of charge is a reserved good within the meaning of this provision.

5.4

If the reserved goods are sold or used in construction – i.e. if they are used in performance of a contract for work and services (Werkvertrag) or a contract for work and materials (Werklieferungsvertrag) – the customer hereby assigns to us, in the amount of the invoice value of the delivered goods, the purchase price claim or labour compensation claim arising thereby, and does so irrespective of whether the reserved goods are delivered without or after processing, whether they are delivered alone or together with third-party items, or whether they are delivered to one or multiple buyers.

5.5

Accessory claims associated with the reserved goods – in particular, insurance claims – are assigned to the same extent. We accept the assignment. The reserved goods may be passed on only in the proper course of business. Other dispositions – in particular, pledging or transfer by way of security – are not permitted.

5.6

The customer remains authorised to collect the assigned claims. This collection authorisation expires if the customer is in default of payment or otherwise experiences financial difficulties.

Ag of 04/2020

General Terms and Conditions of Sale and Delivery

5.7

If the realisable value of the security existing for us exceeds the claim in total by more than 20%, we shall, at our option, release the excess security at the customer's request.

6. Claims for defects and liability

6.1

§ 377 of the German Commercial Code (Handelsgesetzbuch – HGB) applies with the proviso that the duty of inspection applies also to signs of moisture in particular and that obvious and/or detectable faults must be reported, in writing and in specific terms, no later than within eight calendar days from receipt of the deliverable, and before the deliverable is worked, processed, or joined with something else; claims for defects are otherwise excluded. If a defect was already detectable by the customer at an earlier time, the time limit for making a claim is measured from that time. Neither variances – particularly variances in dimensions, contents, thicknesses, weights or shades of colour – that range within normal industry or trade allowances nor insignificant reductions in the value or usefulness of the deliverable justify a complaint. The same applies to defects of any kind in a used deliverable or a deliverable that is by agreement downgraded.

6.2

The customer must promptly make the rejected deliverable available to us for inspection.

6.3

In the event of legitimate notices of defects, a rectification of defects shall be made, a replacement delivered, or appropriate remuneration granted. We are entitled to make delivery of a replacement dependent on immediate return of the rejected goods. We expressly reserve the right to have panes inspected in respect of which a complaint has been made. Replacements are delivered for a fee. If the complaint is acknowledged upon inspection, a credit shall be issued. Failure of the subsequent delivery owing to its impossibility, refusal or wrongful delay thereof, or failure twice of the subsequent work to succeed gives rise to the right to rescind the contract or to reduce the remuneration. In the event of a merely trivial non-conformity with the contract, in particular in the case of merely trivial defects, the customer has, however, no right of rescission.

6.4

The limitation period for the customer's rights in the event of defects is one year from delivery/acceptance, provided that the customer has timely given notice of the defect (clause 6.1). This does not apply when longer periods are provided by law according to § 438 (1) No. 2 (buildings and items used in buildings), § 479 (recourse claims) or § 634a (1) No. 2 (construction defects) BGB.

6.5

Published functional data is in conformity with the standards currently in effect and the measurement conditions set forth therein. Variances from the stated values are possible when glass is installed. These may not be the subject of a claim.

Ag of 04/2020

General Terms and Conditions of Sale and Delivery

6.6

We assume no defect liability for damage that is attributable to unsuitable or improper use or that results from faulty assembly, commissioning, alteration, repair or negligent treatment not performed by us or from natural wear and tear.

6.7

Except as provided otherwise below, the customer may not assert against us any further claims for defects in addition to its claim for rectification, delivery of a replacement or rescission. We are therefore not liable for damage that has not been sustained by the deliverable itself. In particular, we are not liable for loss of profit or other economic loss on the part of the customer. Required pursuant to § 439 (3) BGB are only such removal and installation costs as relate to the removal and installation costs of identical deliverables, have arisen on the basis of usual market terms and are documented for us with records in text form. Claims by the customer for an advance for removal or installation costs are excluded.

6.8

The aforementioned exemption from liability does not apply to the extent that the cause of damage stems from wilful misconduct or gross negligence, including that of a legal representative or performing agent.

6.9

If we are wrongfully in breach of contract or have breached a “cardinal duty”, liability is limited to such average damage as is foreseeable, direct and typically associated with the type of contract concerned. It is otherwise excluded in accordance with clause 6.7.

6.10

Liability for damages further than as provided for in the preceding sections is excluded, irrespective of the legal nature of the asserted claim.

6.11

The aforementioned limitations of liability do not apply to claims by the customer arising under product liability law to physical injuries or adverse health effects that are attributable to us, or in the event of the customer’s loss of life.

6.12

To the extent that our liability is excluded or limited, such exclusion or limitation applies also to the personal liability of our salaried staff, employees, workers, representatives and performing agents.

Ag of 04/2020

General Terms and Conditions of Sale and Delivery

7. Payment terms

7.1

Our invoices are always due and payable immediately on the date of their issuance and without deductions.

Security rights transferred by the customer and conditionally made payments

do not affect the due date of our claims. We are not obliged to satisfy our claims in advance from such security rights or conditionally made payments before we demand satisfaction of our claim by the customer.

7.2

From the due date per clause 7.1, the customer shall pay post-due-date interest amounting to 5% above the base interest rate. The provisions of law pertaining to default otherwise apply. The customer shall owe interest in the statutory amount and compensation for any further damage unless the payment remains outstanding owing to a circumstance for which the customer is not liable.

7.3

We reserve the right to accept bills of acceptance or trade bills in any particular instance. Bills of exchange and cheques are accepted in principle only as conditional payment. The claim is deemed satisfied only once the payment is irrevocably collected or unconditionally credited. Discount charges and other costs shall be charged to the customer. If payment is made by bank or postal transfer, the payment is deemed made when it is unconditionally credited to our account.

7.4

The customer may effect a set-off or exercise a right of retention only if the customer's counter-claim is expressly acknowledged, is not in dispute or has been established by final judgement.

7.5

In the event of failure to comply with the terms of payment or in the event of circumstances which cast legitimate doubt upon the customer's solvency, we are entitled to demand immediate payment in cash for all deliveries. Any deferral inherent in the discounting of bills shall no longer apply. The customer is obliged to pay in cash in exchange for return of the bill. We may in such cases rescind the contract and demand damages. Claims for damages by the customer are excluded.

7.6

We may invoice instalments at appropriate time intervals or for partial deliveries.

Ag of 04/2020

General Terms and Conditions of Sale and Delivery

8. Measurements and specification of glass thickness

The measurement gradations and glass thicknesses stated in the technical information are not applicable to the products' applications.

Glass thickness must be calculated and static testing performed according to the rules.

The glass thicknesses required for applications in building construction depend on the static requirements.

The technical data contained in our technical information sheets otherwise applies.

Further detailed information is to be found in the current glass manual published by Flachglas MarkenKreis.

9. Special terms and conditions

The special terms and conditions issued with the price list and pertaining to specific product categories and the special terms and conditions for motor vehicle glazing apply in addition. If the customer has inadequate knowledge of these technical terms and conditions of sale, then it is incumbent upon the customer to request the appropriate information.

10. Place of performance, jurisdiction, other agreements

The place of performance for all deliverables, deliveries and payments is Wernberg-Köblitz.

The exclusive, and international, jurisdiction for all legal actions arising from the contract is Amberg. This applies also to actions arising from international distance contracts, to deliveries across borders and to actions relating to cheques or bills of exchange.

Unless otherwise agreed in writing, all contracts are subject exclusively to the law of the Federal Republic of Germany to the exclusion of conflict-of-law provisions, international uniform law, and, in particular, the United Nations Convention on Contracts for the International Sale of Goods (CISG).

11. Contract additions

Spontaneous breakage of thermally toughened safety glass

Thermally toughened safety glass may be subject to spontaneous cracking resulting from nickel sulphide inclusions. This risk can be reduced considerably by means of a heat soak test. But even with the most advanced tests (heat-soaked thermally toughened safety glass), it is still not possible today to separate out 100% of such panes, so that an unavoidable residual risk remains. Fractures, should they occur, do not constitute grounds for complaints. All claims are excluded.

Ag of 04/2020

General Terms and Conditions of Sale and Delivery

Products made from thermally toughened safety glass may spontaneously break and fall down in individual or clustered fragments. The user/planner must decide in each case whether these products are suitable for the intended application.

Different coating positions

When insulating glass is combined with different coating positions, minor variances in transparency and appearance may occur.

Minimum invoice amount

For each order, a minimum charge in the amount of EUR 50.00 net, inclusive of packaging and shipping costs along with the energy and toll surcharges currently in effect, shall be invoiced with the addition of value-added tax.

Surface calculation

Modelled panes are measured on the basis of a systematically calculated enclosing rectangle. For structural glass, a larger enclosing rectangle may be needed to realise a desired structural direction. Curvature is calculated 1:1 in the case of Monoglass (rounded up to the next whole number of centimetres) and 3:3 in the case of insulating glass (rounded up to the next whole number of centimetres). A minimum edge length of 30 cm is used as the basis for insulating glass.

DIN 18008 standard: design and construction rules for glass in buildings

Since the introduction of DIN 18008, the building regulations of Germany's constituent states (Landesbauordnungen – LBO) have provided that older provisions can no longer be applied to dimensioning of glass or certification of its usability, both of which must now be performed in all instances in accordance with the rules of DIN 18008 in effect at the time of the final building inspection.

It should be noted that there may be changes in the certifiable glass structures and formats in light of the safety provisions of DIN 18008. In particular, triple insulation glass made of float glass or laminated safety glass/float with short edges measuring less than approx. 1.0m, which do not fall under the eased certification requirements of DIN 18008-2 section 7.5, often can be certified only if glass calculated to have an insufficient load capacity is replaced with heat-soaked single-pane safety glass, laminated safety glass/heat-strengthened glass or laminated safety glass/heat-soaked thermally toughened safety glass.

Glass dimensioning and satisfying the structural certification requirements prescribed according to the LBO is the responsibility of whoever has made a bid to that end and been awarded the contract. Glass thickness recommendations made by manufacturers of insulating glass constitute, not evidence of compliance, but rather non-binding pre-dimensioning, which is no substitute for the structural verifications prescribed by the LBO. As a rule, only professional planners qualified to draft building specifications and perform certification may issue these (see §§ 65-66 of the Model Building Regulation (Musterbauordnung – MBO)).

Our offers therefore relate to customer-specified glass structures or, if no glass structure is specified, to a standard structure without regard to the intended application. Structural certification procedures are not included in our offers.

Ag of 04/2020

General Terms and Conditions of Sale and Delivery

Should any of the above provisions be invalid, the validity of the other provisions is not affected thereby. The invalid provision is to be replaced by such other provision as comes closest to its meaning in a legal and economic sense.

12. Notice concerning data processing

This data protection notice is intended to inform you of how FLACHGLAS Wernberg GmbH ("FGW") processes your personal data and to advise you of your rights under data protection law.

This data protection notice applies to customers, suppliers and other data subjects (e.g. their employees, other representatives or authorised agents). If the data subject is not also a customer or supplier, the customer or supplier shall provide that data subject with this data protection notice.

1. Name and contact information of the entity responsible for data processing and its company data protection officer

This data protection notice applies to data processing by:

Responsible controller:

FLACHGLAS Wernberg GmbH

Nürnberger Strasse 140, 92533 Wernberg-Köblitz, Germany

Email: info@flachglas.de

Phone: +49 (0) 9604 48-0

Fax: +49 (0) 9604 48-378

The company data protection officer at FGW can be reached at info@flachglas.de or at the address provided above.

2. Processing of personal data, manner and purpose thereof, its use, and length of the data storage period

Your personal data is processed in conformity with the provisions of the General Data Protection Regulation (GDPR) of the EU and the German Federal Data Protection Act (Bundesdatenschutzgesetz – BDSG).

We process the following data for the purposes of initiation of, entry into, processing of, and performance under a contractual or other cooperative relationship:

- Title, first name, last name, academic title
- Email addresses
- Mailing address
- Position within the company
- Order-related data if services are performed personally

Ag of 04/2020

General Terms and Conditions of Sale and Delivery

This data is processed for the following purposes:

- Your identification
- Performance pursuant to our contractual relationship
- Correspondence and communication with you
- Invoicing
- Verification of creditworthiness
- Satisfaction of any existing claims and assertion of any arising claims

We process in addition, insofar as necessary for the purposes of the contractual relationship and/or other cooperative arrangement, personal data that we lawfully obtain from publicly accessible sources (e.g. public registers, the press, the Internet) or that other third parties (such as a credit reporting agency) legitimately provide us with.

Data is processed in response to your or our request when such processing is, in accordance with Art. 6 (1) 1b GDPR, necessary for the mentioned purposes of pre-contractual measures, proper contractual performance, satisfaction by both parties of their obligations under the contract and termination of the contractual relationship. In addition, we process personal data for the purpose of satisfying legal obligations (such as data retention duties under commercial or tax law) in accordance with Art. 6 (1) 1c GDPR. Finally, we process data pursuant to a legitimate interest in the assertion of or defence against potential claims of either party against the other when that interest outweighs an interest in having data excluded from processing (Art. 6 (1) f GDPR).

The personal data we collect for the purposes of your order is stored until the end of the required retention period as provided by law (six years after the end of the calendar year in which the contractual relationship is terminated), and is deleted thereafter unless we are required to store it for a longer period pursuant to Art. 6 (1) 1c GDPR in compliance with data retention and documentation duties under tax or commercial law (e.g. under the German Commercial Code (HGB), Criminal Code (StGB), Fiscal Code (AO) or Money Laundering Act (GwG)) or you have consented to its storage for a longer period in accordance with Art. 6 (1) 1a GDPR.

3. Disclosure of data to third parties

Within FGW, access to personal data is granted to those departments that need the data to fulfil our contractual and legal duties. Your data shall be disclosed to third parties to the extent required, per Art. 6 (1) 1b GDPR, for the purpose of initiating, entering into, processing and performance under a contractual or other cooperative arrangement. This includes, in particular, disclosure to companies within the FLACHGLAS Group (all of which are enterprises affiliated with FGW within the meaning of § 15 of the German Stock Corporation Act (Aktiengesetz – AktG)), subcontractors, cooperating partners and their representatives, lawyers and tax consultants, courts of law and other public authorities, and translators – for the purposes of correspondence, assertion of claims and/or for the defence of rights – and to providers of IT services that we engage for order processing purposes. The disclosed data may be used by the third party only for the specified purposes. Third parties shall not be provided with your personal data for purposes other than those specified above. No data processing is performed outside the European Union.

4. Rights of data subjects

Ag of 04/2020

General Terms and Conditions of Sale and Delivery

You have the following rights:

- per Art. 15 GDPR the right to obtain confirmation as to whether your personal data is being processed by us. In particular, you may demand information about the purposes of the processing, the categories of personal data concerned, the categories of recipients to whom your data has been or will be disclosed, the period for which we plan to store your data, the existence of a right to rectification, erasure, or restriction of processing of personal data or to object to such processing, the existence of a right to file a complaint, the source from which your data has been obtained if that data has not been collected by us, and the existence of automated decision-making, including profiling, along with meaningful information about the particulars thereof;
- per Art. 16 GDPR to demand immediate rectification of inaccurate, or completion of incomplete, personal data stored by us;
- per Art. 17 GDPR to demand the erasure of your personal data stored by us except when the processing of that data is necessary for exercise of the right of freedom of expression and information, for compliance with a legal obligation, for reasons of public interest, or the assertion, exercise or defence of rights and/or claims;
- per Art. 18 GDPR to demand restriction of the processing of your personal data if you dispute the accuracy of that data, the processing is unlawful but you oppose erasure of the data, or we no longer need the data but you need it for the assertion, exercise or defence of legal claims or have objected to its processing in accordance with Art. 21 GDPR;
- per Art. 20 GDPR to receive the personal data you have provided us with in a structured, commonly-used and machine-readable format or to have that data transmitted to another data controller; and
- per Art. 77 GDPR to file a complaint with a supervisory authority. As a rule, you may do so by contacting the supervisory authority with jurisdiction of your habitual residence or place of work or of our principal place of business.

5. Right to object

If your personal data is processed on the basis of legitimate interests according to Art. 6 (1) 1f GDPR, you have the right, pursuant to Art. 21 GDPR, to file an objection at any time to the processing of your personal data on grounds relating to your particular situation.

If you wish to exercise your right to object, a freely prepared statement to FGW, which may take the form of an email message sent to info@flachglas.de, shall suffice for that purpose.

© 04/2020 FLACHGLAS Wernberg GmbH