

TERMS OF SERVICE

of Haas + Sohn Ofentechnik GmbH, hereinafter referred to as H + S.

Scope of application

Contract basis. H + S concludes contracts and provides services exclusively on the basis of written quotes prepared by H + S and the specifications, as valid from time to time, which form part of a quote (e.g. individual documents or general folders), price lists and these Terms of Service.

Unless specific to a certain project (e.g. individual documents), specifications, price lists and terms of service, as amended from time to time, are thus applicable to all legal relationships between H + S and the client and, from the conclusion of the first contract, therefore automatically govern also all other contracts that are concluded between H + S and the relevant client, even if those price lists, product descriptions and Terms of Service are not explicitly incorporated by reference into these contracts.

Future changes. Changes in the description of services, price lists and the Terms of Service of H + S will be notified to the client in writing and shall be deemed to have been agreed, unless consumers object to changes in writing within four weeks and business undertakings within two weeks.

Once the new agreement enters into force, changes in the Terms of Service will be applicable also to all other current contracts.

Supplementary agreements. Any supplementary agreements, both prior to the conclusion and during the term of a contract, are valid only if made in writing. This shall also apply to any waiver of the written form requirement.

Contract elements of the client. Even if H + S is aware of the client's requirements in respect of the service content, these will form part of the contract only if H + S has integrated these into the offer or explicitly acknowledges these otherwise, for example by reference to these requirements.

Even if H + S is aware of legal texts of the client, such as terms and conditions or contract clauses, these will be applicable only if H + S accepts these by way of an additional note (such as "Terms and conditions accepted") which expressly refers to and covers a legal text. Otherwise, H + S expressly objects to the inclusion of the client's legal texts such as terms and conditions or contract clauses.

Simply by having acknowledged the client's service content requirements, H + S shall not be deemed to have accepted the client's legal texts, even if these contain legal elements (such as "Our terms of service are applicable".)

Inconsistencies. In case of any inconsistency between the quote, specifications (project-specific documents, general documents), price lists, if any, and H + S' s Terms of Service, these shall apply in the above order. The more individual elements will hence automatically amend the more general elements of the contract.

In case of any inconsistencies between H + S's contract elements and the client's contract elements, the H + S contract elements will prevail in their entirety.

Severability. Should any term of a contract be invalid or unenforceable, the invalid term shall, if a business undertaking, be replaced by a valid term that closest reflects the economic meaning and purpose of the invalid term.

Conclusion of contract

Offer by H + S. All offers submitted by H + S to the client, for example as an individual offer to the client or as a non-personalized offer such as an order form, catalogue or web shop, are non-binding without exception.

Offer by client. Should the client award a contract to H + S, either based on an offer or unsolicitedly, hence without H + S having previously made an offer, (e.g. if additional contracts are awarded in current business relationships), the client, if a business undertaking, shall be bound by that order two weeks after it was received by H + S or, if a consumer, the client shall be bound one week.

Acceptance of an order by H + S. A contract is therefore concluded only once H + S has accepted the client's order.

An order shall generally be accepted by way of acknowledgement, unless H + S takes action on behalf of the client based on the order in a manner which suggests that H + S will accept the order.

H + S shall not be deemed to have accepted an order simply by confirming receipt of an order.

Receipt. If offers are submitted and accepted via electronic communication facilities or an electronic order management system which can be accessed by both parties, declarations issued on work days, i.e. on Mondays through Fridays (except on public holidays in Austria) between 8 a.m. and 4 p.m. are deemed to have been given on the same day; declarations issued outside these hours are deemed to have been received at 8 a.m. the next working day.

Conclusion of contracts. If a business undertaking, the information duties of H + S set out in Section 9 (1) no. 1-4 ECG are contracted out.

Scope of services, order processing and client's duty to cooperate

Place of performance in contract with business undertakings. Place of performance shall be the domicile of H + S.

Scope of services. The scope of services to be provided by H + S is defined in H + S's written specifications evident from all parts of the contract.

Information from other sources (such as presentation documents, websites or catalogues) that are not included in the offer do not form part of the specifications.

The client shall examine whether the specifications correspond to his requirements. Changes in the specifications can be made only consensually after the order was placed and can lead to changes in prices, deadlines and target dates.

Skillful and professional services. H + S owes the client skillful and professional services subject to the order submission date, unless the written specifications provide otherwise. If several options of professional execution exist, H + S has a degree of freedom in executing the services, within the framework of the written specifications.

Interchangeable services in contract with business undertakings. H + S may deviate from the specifications and replace services by other equivalent services, if this is compatible with the objectives of the order.

Third-party services. H + S may execute the services itself or rely on qualified third parties for the provision of the services (third-party services).

Agreed third-party services. Whenever the H + S services are based on specifically agreed services, components or rights of third parties, these components, services or rights constitute an agreed third-party service /third-party.

In this case, H + S's contractual obligation consists only in professional commissioning, coordination and processing, but not in professional execution of agreed third-party services / third party products.

Divisible services. In case of divisible services, H + S may make partial deliveries.

Forfeiture. The client is obliged to timely collect all services ordered from H + S or made available to H + S for processing. If services are not collected in due time, H + S may dispose of the services after three months and bill the costs of disposal to the client.

Deadlines and target dates. Any deadlines and target dates indicated by H + S are non-binding, unless their binding nature is explicitly confirmed. Excepted from this are delivery dates and deadlines stated in the web shop for contracts with consumers

Term of a contract. Contracts concluded for an indefinite time can be terminated with three month's notice at the calendar half-year after the expiration of their minimum term, if any.

Inevitable or unforeseeable events. In case of inevitable or unforeseeable events, including but not limited to any delay in the fulfilment of obligations by the client, and if inevitable or unforeseeable events occur with H + S or its contractors, deadlines will be extended or target dates postponed for as long as such an inevitable and unforeseeable event prevails, including the time it takes to take the necessary organisational measures in such a case. H + S shall notify the client thereof in writing.

Client's duty to cooperate. The client shall promptly provide any information in writing and make available all services to H + S without request and in a format which permits these to be processed, which H + S requires to provide its services.

This includes, but is not limited to nominating a contact person for the implementation of the contract, the provision of documents, materials and facilities, the coordination of order details, and the acceptance (release) of partial services and services.

The client shall promptly supply any information or provide any services that may be necessary only in the context of H + S providing the services.

The client shall independently verify the fitness, accuracy and lawfulness of any information and services provided by them.

The client shall be liable for any damage suffered or incurred due to the client's insufficient, delayed or omitted cooperation, including but not limited to any extra effort which H + S has thereby incurred. If H + S is unable to execute the services as agreed due to any omission of, delay in or insufficiency of cooperation by the client, H + S, notwithstanding other rights, may discontinue the service, provide other services for other customers instead, and continue the execution of the services for the client hereunder not until after the completion of these services, provided that the client has fulfilled his cooperation duties until then. All target dates and deadlines will thereby be postponed.

If H + S is held liable by third parties due to any infringement in connection with information or services provided by the client, the client shall hold harmless and indemnify and assist H + S in connection with the defence of any claims of third parties.

Rights to services. As a matter of general principle, all rights to the agreed services are due to H + S or its licensors. The client is merely granted the right to use the services, having paid the

agreed compensation in its entirety, in a scope that has been agreed or predefined by the licensors.

If no license scope was agreed, the client shall have the non-exclusive right to use the services for its own purposes and in its own business, but not the right to sublicense or transfer the services to third parties (or affiliated companies), with the right to process the services being limited to the legal unavoidable minimum.

The client acknowledges that the services of H + S are often based on works or services of third parties, subject to most different license terms. The customer shall comply with any license terms applicable to services or works of third parties, which form part of H + S's services and works.

Right of control. H + S may implement technical measures in order to verify compliance with the terms of use.

Continuous controls by way of technical measures are acceptable. H + S may transfer the data necessary to check compliance with the license, such as such as device data, user names or login data to a H + S monitoring system.

In any event, H + S is subject to a strict non-disclosure obligation. H + S may not use the data for any other purpose and is obliged to delete data directly after having verified the license, after one week at the latest

Reference. On all services H + S has created for the client, if a business undertaking, H + S may refer to the client and to another author, if appropriate, and H + S may include information such as the client's name and logo, product description, project illustrations and the like in its own promotional materials in order to refer to or indicate the business relationship with the client, without any compensation being due to the client; the client may revoke that right by written notice at any time.

Service level

This Service Level Agreement defines the standard service level of H + S in connection with the provision of software products of H + S, unless otherwise agreed with the client in a particular case.

Communication and support.

Help pages. H + S offers solutions for frequently asked questions at **xxxx** in connection with the software provided by H + S. The client is obligated to use that form of support prior to relying on any other support options in particular for questions on installation, functions and operation.

Communication via service form. H + S makes available to the client a service form at <https://www.haassohn.com/at/service/service-anfrage> which the client can use to contact H+S to answer questions which cannot be solved via the help page of H + S.

Service times. Service times of H + S are Monday through Thursday from 09.00 a.m. until 04:00 p.m. (CET) and on Fridays from 09.00 a.m. until 12.00 noon (CET, except for Austrian public holidays).

Languages. The client can communicate with H + S both in German and in English.

Training/consulting services. This Service Level Agreement does not cover training courses, hence more comprehensive or recurring explanations based on the client's lack of knowledge, or individual consulting services.

Further development and updates

Further development. The technology and content of the software provided by H + S as well as the underlying infrastructure will be further developed on a continuing basis.

In this context, H + S may introduce new functionalities, formats and content and change or incorporate existing functionalities, formats and content. H + S will inform the client as soon as possible on any material change or discontinuation of services.

H + S is not able to offer individual customizations for single clients.

Should client recommendations be used and implemented in connection with the further development of software provided by H + S, client will transfer to H + S on a non-exclusive basis all related rights of the client which may arise, so that H + S can make the result available to all clients.

Updates. If H + S introduces new or changed functionalities into existing software modules which form part of a more recent software version, client may use such additional functionality without extra charge.

Maintenance intervals. Maintenance intervals are necessary for regular scheduled and non-scheduled maintenance of systems of H + S and its supplies to secure ongoing operation and the implementation of updates or improvements. H + S does not carry out updates at regularly recurring or time-bound maintenance intervals. If possible, H + S will conduct system maintenance work requiring temporary interruptions of services at a time which has the least effects on the client.

Availability

Availability. H + S guarantees a 99.0% availability of the software provided by H + S in relation to a calendar year, not including times of permitted interruptions.

Permitted interruption. Times of interruption due to planned maintenance and times when the software is unavailable due to circumstances beyond H + S'S reasonable control constitute times of permitted interruptions and thus times when the software is available.

Client will receive advance notice of planned maintenance. As a rule, this will only be short-time work carried out outside customary office hours, if possible.

Events beyond H + S'S reasonable control include, but are not limited to force majeure, government action, flood, fire, earthquake, civil unrest, terrorist activities, strikes or other labour disputes, attacks, outages or delays in telecommunication, with the Internet service provider or with hosting facilities connected to hardware, software or power supply systems not owned by H + S.

Inadmissible interruptions. Any other interruptions are inadmissible and therefore count as times when the software is unavailable.

Non-achievement of availability. Availability is calculated on the basis of the calendar year, less times of admissible interruptions.

If software is available less than 99.0 % of that time, guaranteed availability is not deemed to have been achieved.

Loyalty obligations & Trade secrets

Loyalty obligations. The parties shall enhance the reputation of the respective other party and shall not express any criticism especially vis-à-vis third parties with regard to the relevant other party. This obligation survives perpetually after termination, if any, of the contract.

Trade secrets. Trade secret shall mean any information which

- is secret, because, either as a whole or in the exact order or composition of its elements, it is neither known to nor easily accessible by the persons in circles that usually deal with that kind of information;
- is of commercial value due to its secret nature, and
- is the object of reasonable secrecy measures appropriate to the circumstances by the person who exercises the lawful right of disposition over such information.

Trade secrets include, but are not limited to the business ideas and business strategies pursued by H + S as well as the implementation thereof, the details and object of any contract concluded by the parties and, in case of software, in particular its architecture, source code, developer and administration documentation and any other data specifying the functionality of software or the relevant parts of software.

The client shall adopt technical and organizational measures to ensure the secrecy of trade secrets and to prevent unauthorized acquisition, use or disclosure of such trade secrets.

The client may use trade secrets only to the extent agreed.

Any infringement of these obligations, if a business undertaking, carries a penalty of EUR 50,000 per breach.

No solicitation. If a business undertaking, the client undertakes not to entice away any employees or suppliers of H + S. This obligation survives three years after termination, if any, of a contract. Any breach by the client of this obligation carries a penalty equal to the gross annual salary of the solicited employee or the gross annual turnover of the solicited supplier.

Compensation

Prices. All prices are in Euros ex business domicile of H + S, plus value added tax in contracts with business undertakings, and inclusive of statutory value added tax in contracts with consumers.

Cost estimates. Cost estimates H + S has given to business undertakings are non-binding. The same is true for cost estimates given to consumers if the non-binding nature of the estimates was explicitly pointed out prior to providing the estimate.

Cost estimate means that an estimate of expected costs is referred to as cost estimate.

If actual costs are expected to exceed the costs budgeted in writing by more than 15 % after H + S has given a non-binding estimate, H + S shall notify the higher costs to the client in writing. The client shall be deemed to have approved the cost overrun, unless he objects in writing within one week after such notification, simultaneously indicating in writing a less expensive alternative. Cost overruns of up to 15% need not be notified separately. Any such cost overrun shall be deemed to have been approved by the client in advance.

Flat-rate billing. Flat-rate billing covers all services which are necessary to execute the agreed services, except for costs arising from unpredictable events, extra costs due to client's failure to cooperate according to the terms of the contract, as well as extra costs due to hidden defects of services provided.

Expenditure-based billing. Services billed based on expenditure are billed based on expenditure actually incurred. Expenditure-based billing means that anticipated expenditure is indicated as an approximate, anticipated or estimated amount.

Additional services. All services provided by H + S which are not expressly covered by the agreed compensation, including but not limited to extra services agreed later on, will be charged separately.

Partial services. Furthermore, H + S is entitled to bill partial services. Partial services mean, in any event, the individual items of the specifications.

Advance on costs. Furthermore, H + S may ask for cost advance to cover its entire own expenditure for partial services to be provided next; this applies to new clients, if agreed third-party services are charged to the client or if the client appears to have economic difficulties, in case of the client's prior default in payment and if the client appears to be unwilling to pay.

Price adjustments. In case of contracts concluded for an indefinite term or those that are renewed automatically, H + S is entitled to reasonably adjust prices annually based on the Consumer Price Index published by Statistik Austria each month or any index replacing the same, in consideration of the index figure calculated for the relevant month prior to the month in which the contract was concluded. Downward fluctuations of the index figure are not taken into account. Prices are adjusted as of the end of a calendar year.

H + S may also reasonably adjust the prices of individual services after the conclusion of the contract if the costs of these services increase by more than 3% beyond H + S's control. H + S must prove an increase in costs and demonstrate the lacking possibility of influence.

In the reverse case, consumers are also entitled to a reduction of the compensation.

Wrongful withdrawal in contract with business undertakings. H + S is still entitled to the agreed fee if the client withdraws from the entire or parts of the contract without H + S having acted with gross negligence or premeditation. In these cases, H + S must only accept savings from purchases not yet made. The same applies if H + S withdraws from the contract for good cause within the client's control.

Payment

Due dates. Invoices of H + S are payable without any deduction as of the invoice date. Services are generally provided not until full payment was made.

Payment due date. Invoices of H + S are payable within 14 days of the date of receipt of an invoice.

Payment due date for online business. Invoices issued by H + S for online business are payable once the order was placed.

Bank transfer. Payment must generally be made by transfer to the bank account. Cash payments are not acceptable.

Other forms of payment. Furthermore, the client may use all other forms of payment offered by H + S. Payments are debited when the payment is made by the client.

Agreed third-party services. H + S is entitled to commission third-party services either in its own name or in the name of the client, and for its own account or for the account of the client. If H + S concludes the contract in its own name and/or for its own account, H + S will do so solely in the client's interest to simplify the implementation of the contract and the payment procedure.

Retention of title. H + S retains title to the goods supplied by H + S until the client has paid the full purchase price and any related interest and costs. In case of default, H + S may assert rights under the retention of title. In this case, client agrees that H + S may collect the goods. The

assertion by H + S of retention of title does not operate as a withdrawal from the contract, unless H + S specifically declares to withdraw from the contract.

If the client resells goods, the client will assign to H + S his claim vis-à-vis the buyer for the purpose of security. H + S may notify the buyer of that assignment.

No set-off and retention. Even in case of closely related claims, the client, if a business undertaking, may not set off its own claims against the claims of H + S, unless the client's claims were acknowledged by H + S in writing or determined by a court. The client has no right of retention.

Payment by instalments. Where H + S and the client have agreed on payment by instalment, the full amount is due even if only one instalment was not paid in due time.

Late payment. In case of late payment, interest at statutory rates applicable between business undertakings, but at least 9% p.a., are payable under contracts with business undertakings, and interest at a rate of 9% p.a. is payable under contracts with consumers.

The client shall pay all costs and expenses arising in connection with the recovery of an amount due, including but not limited to collection charges or other costs necessarily incurred for the proper assertion of rights.

Continued delay in payment. After H + S has unsuccessfully notified the client and granted another extension of at least 7 days, H + S may immediately accelerate the payment of all services and partial services already provided, including those provided under other contracts concluded with the client, and temporarily suspend the provision of yet unpaid services until all compensations are paid in full.

If the client has not paid an invoice after H + S has sent another reminder directly to the client's management, granting another extension of at least 7 days, H + S may withdraw from all contracts and recover compensation for lost profit. Also, H + S is entitled not to execute or suspend services already paid.

Notwithstanding the above, H + S is certainly entitled to lodge a complaint with the court immediately after the expiry of the due date.

Liability

Classic works contract. If H + S provides services under a classic works contract, H + S is liable for the attainment of objectives.

Interference by the client. If the client arbitrarily interferes with the services of H + S contrary to the terms of the agreement or makes undocumented changes which are no longer easy for H + S to trace, the client shall be liable for any extra effort incurred by H + S, e.g. in connection with completion, follow-up reviews, documentation, identification and allocation of defects, and corrective action.

Transfer of risk in business undertakings. In case of shipment of goods, the risk will always transfer to the client as soon as H + S has handed the goods over to the shipping company. Goods are principally shipped uninsured, unless the client has instructed H + S to insure the goods at the client's expense.

Duty to notify defects in contract with business undertakings. After delivery of goods and services through H + S, the client shall accept the services provided or to be accepted within 8 days in writing, at the latest, or give written notice of defects or damage.

The client is required to report any hidden defect or damage that occurs only after the expiry of 8 days, but within the deadlines available for the assertion of guarantee or warranty claims or damages, also within 8 days after a defect or damage was noticeable.

Any defect or damage which the client should be able to identify with the care and diligence of a prudent business man, subject to appropriate controls, shall be notified. Since final inspections are particularly important to avoid damage during operation, controls performed shall be final, detailed and particularly thorough controls.

The client's notice shall describe the defect or damage in a detailed and transparent manner. The client shall allow H + S to take all measures which are necessary to examine and to rectify any defect or damage. Unless the client notifies defects in due time, the client shall not be entitled to lodge claims based on warranty and for the compensation of damage as well as claims based on other liability rules, including but not limited to recourse claims.

Guarantee. Whenever a third party grants a guarantee for parts of contractor's services, such guarantee shall be asserted directly vis-à-vis that third party (e.g. manufacturer's guarantee).

Warranty. Consumers can rely upon the legal provisions of warranty law. Furthermore, consumers may also rely on guarantees granted or client services promised in connection with the product description. The right of business undertakings to assert warranty and recourse claims based on warranty is limited to six months as of the handover date. Business undertakings have no right whatsoever to enforce any warranty for used goods.

The client is not entitled to assert any claim in case of any variations from technical standards (EN-Norms) or the state-of-the-art if the product is sufficiently functional.

As a business undertaking, the client is entitled, at the election of H + S, to improvement or exchange of defective products or, if the defects are not material, to a price reduction or, if they are material, to rescission of the contract. Any corrective action taken to remedy a defect will neither renew the warranty period for business undertakings nor will such warranty period recommence for the service part subject to corrective action.

Error, shortfall exceeding fifty percent in contract with business undertakings. The right to avoid the contract on the grounds of error (*Irrtum*) or *laesio enormis* (*Verkürzung über die Hälfte*) shall be excluded.

Compensation for damage and other claims. The client cannot seek compensation for damage and assert claims based on other liability provisions, including but not limited to recourse claims, unless these are based on severe gross negligence or premeditation on the part of H + S in contracts with business undertakings, or based on gross negligence or premeditation on the part of H + S in contracts with consumers.

These claims brought by business undertakings shall forfeit six months after the damage and the damaging party were identified, and in any event three years after the incriminated action has taken place.

This limitation of liability shall not include claims asserted based on personal injury and other mandatory liability rules.

Protective effects for the benefit of third parties. For the avoidance of doubt, this Agreement does not produce any protective effects for the benefit of third parties.

Liability for agreed external services in contract with business undertakings. Third parties providing agreed external services do not act as vicarious agents of H + S, are not involved in pursuing H + S's interests, and are thus not part of H + S's sphere of risk.

Accordingly, any liability of H + S for agreed external services itself based on fault, not including proper commissioning, coordination and processing thereof, is reduced to culpa in eligendo, and any strict liability of H + S shall be excluded.

If external services are relied upon at the client's instruction, as selected by the client, H + S shall not be liable in any manner whatsoever.

Liability for use of third-party services and components in contract with business undertakings. Where H + S relies upon services and components of third parties according to the terms of the contract, H + S shall not have any strict liability for such third-party services and components, and any liability based on fault shall additionally be reduced to culpa in eligendo.

Liability for free services in contract with business undertakings. Where H + S provides services or parts of services free of charge, H + S shall not be liable for these service parts.

Liability for used goods. If a business undertaking, there is no right whatsoever to enforce any warranty for used goods. The warranty period for used goods vis-à-vis consumers is limited to 1 year from the date of handover.

Burden of proof in contract with business undertakings . The burden of proof cannot be shifted to H + S. The client shall prove in particular the existence of a defect on the handover date, the date on which such defect was identified, the timely notification of the defect as well as the existence and level of fault.

Grace period in contract with business undertakings. If the client does not fulfil the contract in accordance with the contract terms, the client may assert claims only if he has granted H + S a reasonable grace period of at least 14 days in writing. This applies also if the contract is terminated for good cause.

Withdrawal in contract with business undertakings. The client may withdraw from the contract in writing by sending a registered letter.

Final provisions.

Applicable law. All legal relationships and circumstances between the client and H + S shall exclusively be governed by and construed in accordance with Austrian law, to the exclusion of international conflict of law rules.

Mandatory consumer law. If the professional or commercial activities of H + S focus on the consumer's country of origin in contracts with consumers, the agreed applicable law does not affect the protection awarded to the consumer under mandatory rules of the consumer's state of residence.

CISG. The provisions of the UN Sales Convention shall not apply on business undertakings.

Contractual Austrian standards (ÖNORM). Unless explicitly agreed, contractual Austrian standards (ÖNORMEN) do not apply.

Jurisdiction in contract with business undertakings. All disputes arising between H + S and business undertakings shall be referred to the Austrian court having jurisdiction *ratione materiae* for the City of 5412 Puch bei Hallein H + S may also sue the client at the general venue of H + S and that of the client.

PRIVACY STATEMENT

Data protection by H + S. Haas + Sohn Ofentechnik GmbH, Urstein Nord 67, 5412 Puch bei Hallein, Austria, processes personal data of the client or their relevant employees (hereinafter "Client") for the purpose of performing the contract according to Art. 6 (1) (b) GDPR (performance of the contract, taking of steps prior to entering into the contract, e.g. submission of offer), Art. 6 (1) (c) (compliance with a legal obligation, e.g. accounting) and according to Art. 6 (1) (f) (legitimate interest of H + S, e.g. documentation of business relationship). The processing of special categories of personal data (such as health data, biometric data) in the course of is carried out exclusively for purposes specifically defined in advance and only based on the consent of the data subject according to Art. 9 (2) (a) GDPR.

Further processing. The Client's contact data are further processed for a purpose which is compatible with the process of performing the contract according to Article 6 (4) GDPR for direct marketing in forms for which no consent is necessary, such as addressed dispatch by post

Electronic direct mail. Personal data are processed for the purpose of direct mail in forms for which a consent is necessary, such as sending advertisements by email or placing personal ads, only on the basis of the Client's additional voluntary consent according to Art. 6 (1) (a) GDPR.

Mandatory provision of data / consequences of non-provision The Client has no legal or contractual obligation to provide personal data. Should the Client fail to provide H + S with the personal data necessary for the performance of the contract prior to the conclusion of the contract, H + S will not be able to submit an offer to the Client, and no contract will be concluded between H + S and the Client.

Furthermore, the Client has no legal or contractual obligation to consent to the processing of his personal data. Failure to consent will either result in no contract being concluded between H + S and the Client or the Client not receiving direct mail for which consent is necessary.

Transfer. All data are subject to the agreed or legal obligation of confidentiality and the protection of personal data. The Client's personal data are transferred only to the recipients or categories of recipients referred to below:

- banks and payment services providers (payment processing)
- shipping providers (shipping of goods and invoices)
- tax advisors (accounting according to Commercial Code/Federal Tax Code, preparation of financial statements)
- collection agencies (debt collection)
- attorneys (in case of assertion of contractual or legal claims)
- *Communication service providers (for the implementation of the contract)*
- *subcontractors during project realization (for the performance of the contract)*

Data are transferred to recipients other than those listed above only in reliance on a legal basis or in agreement with the Client.

Worldwide processing. If possible, H + S will process the Client's personal data only in the European Union.

The Client's personal data are processed in or transferred to third states only

- if this is necessary for the performance of a contract between H + S and the Client (Art. 49 (1) (b) GDPR), or
- if this is necessary for the implementation of pre-contractual measures taken at the request of the Client (Art. 49 (1) (b) GDPR), or
- after having been informed of the possible risks of such transfers by H + S in those third states in which the processing operations are planned and with the Client's express consent according to Article 49 (1) (a) GDPR.

Retention period. The Client's personal data are kept for the purpose of fulfilling legal obligations according to Section 132 (1) Federal Tax Code for at least seven years. Furthermore, the Client's personal data are stored for a maximum period of 10 years after completion of the orders for the purpose of documentation and to meet legal obligations.

If no contract was concluded between H + S and the Client, the latter's personal data are kept only to record the business relationship for a likely period of twelve months.

Right of withdrawal. The Client may withdraw his consent at any time. If consent was given in writing, the right of withdrawal must also be exercised in writing; a consent to receipt of advertising by email may be withdrawn also by clicking the unsubscribe link. In this case, we will cease all processing operations, unless there is any other legal basis. The exercise of the right of withdrawal does not affect the lawfulness of data processed until that right was exercised.

Right to object. The Client may object to the processing of his personal data for the purpose of direct mail. In this case, we will no longer process your personal data for the purpose of direct mail.

Rights of data subjects. The Client has the right to information, to rectification and erasure of his personal data, the right to restrict processing, the right to data portability and the right to file a complaint with the data protection authority. The data protection authority in Austria is the *Österreichische Datenschutzbehörde*, of Barichgasse 40- 42, 1030 Vienna, Phone: +43 1 531 152 - 0, E-Mail: dsb@dsb.gv.at.