

# General Terms and Conditions

## 1. Applicability, Validity

1.1 The following General Terms and Conditions apply to all business transactions, service provisions and deliveries between PRTronic GmbH (hereinafter "PRTronic") and companies as well as to legal persons under public law or public law special funds (hereinafter the "Customer"). PRTronic's offerings are not directed to consumers.

1.2 PRTronic does not accept the Customer's purchasing conditions or other terms and conditions which deviate in content from our own General Terms and Conditions. Such terms and conditions shall not apply to the contractual relationships between PRTronic and the Customer, even if PRTronic did not formally reject the Customer's terms and conditions.

1.3 The contractual language for business relationships with foreign Customers shall be English at the reasonable discretion of PRTronic. PRTronic's choice shall be determined by the language used by PRTronic with the Customer.

## 2. Contracts, Scope of supply

2.1 Our quotations are subject to confirmation.

2.2 A contract is concluded exclusively by our confirmation of order, either in writing or some other form of text message. The confirmation of order contains our supply obligations and determines the nature of the contractual products (hereinafter the "Goods") to be supplied. The product descriptions and data of our respective valid sales catalogue at the time of conclusion of the contract are intended to inform the Customer generally about the products and services described. They are only then considered to contain a promise of quality if the respective item number of the catalogue is listed in the order confirmation and referred to respectively. Promotional material and publications contain no promise of quality and are neither a part of the contract nor the basis for a transaction.

2.3 Promises and guarantees can only be agreed with the Customer outside the order confirmation in order for them to be effective in separate written form.

2.4 PRTronic is entitled to use sub-contractors for the performance of its contractual duties without prior approval of the Customer. Having its obligations performed by sub-contractors shall not relieve PRTronic from the duty to adhere to its contractual obligations.

## 3. Delivery time, Transfer of risks

3.1 The time of delivery shall be deemed to be agreed approximately. It shall only be deemed as a fixed date when this is expressly described as such.

3.2 If PRTronic is hindered or impeded in fulfilling its contractual duties by the occurrence of unforeseen circumstances outside of the control of PRTronic, e. g. a breakdown, measures undertaken by authorities, embargo, risk of war, force major or strike, then the delivery time shall be prolonged by the duration of the impediment, plus a reasonable extension for resuming the delivery or service. If the listed circumstances make the delivery or service impossible, PRTronic is no longer obligated to honour the delivery commitment.

The contractual duties of PRTronic are subject to a correct and timely self-equipment of PRTronic with products and supplies required for the performance of PRTronic, provided that PRTronic has properly concluded contracts on such products and supplies, and the defective or delayed provision of such products and supplies is not attributable to PRTronic.

3.3 Shipment of the Goods to another location than the premises of PRTronic is always performed on behalf and on request of the Customer. The risk for respective deliveries passes to the Customer with dispatch of the Goods from the point of delivery and transfer to the forwarding agent/freight carrier. All deliveries are made EX WORKS according to Incoterms 2010, unless otherwise agreed with the Customer.

3.4 Costs for packaging/shipping and handling shall be borne by the Customer. PRTronic shall be entitled to determine how the Goods are shipped in its reasonable discretion. Potential duties to be paid shall be borne by the Customer.

3.5 If possible, everything is delivered in one shipment. Partial deliveries and partial performance are possible and permitted. Additional costs will be borne by PRTronic. Partial deliveries and partial performance can be charged by PRTronic together with the delivery.

#### **4. Duty of Inspection and Objection**

4.1 Upon taking possession, the Customer shall immediately

- (a) check quantities and packaging and record any objections thereto; and
- (b) conduct quality checks on a spot check basis and, for such purpose, open the packaging (cartons, bags, tins, foils etc.) to check the quality of the Goods to be sold.

4.2 In case of a notice of defect the Customer shall comply with the following procedure and deadlines: The notification shall be made no later than five (5) working days after the date on which possession of the Goods has been taken. In the event of an objection to a hidden defect which, despite a first inspection in accordance with Section 4.1 above, remained undiscovered, a different deadline regime shall apply. In such case the objection must be raised within the five working days after the defect has been discovered. For keeping these deadlines, the sending off this objection in the time frame of the deadline is sufficient.

4.3 The detailed notice shall be delivered to PRTronic in writing. The notice must clearly specify the kind and amount of the alleged defect.

4.4 The Customer agrees to make available for inspection the objected Goods at the place of inspection; such inspections may be done by PRTronic or any other expert PRTronic may have designated.

4.5 Any Good to which objections shall not have been raised in accordance with the procedures and deadlines set out above shall be regarded as approved and accepted.

#### **5. Return of products**

5.1 With the exception of defective Goods, PRTronic only accepts the return of products if this has been expressly agreed and confirmed by PRTronic. Such deliveries have to be prepaid by the Customer; otherwise, they will not be accepted.

5.2 With the exception of defective Goods, the return of the Goods presupposes that we are notified of the batch number with the delivery note and that the product is returned in the undamaged original packaging, as we distribute products to our Customers.

5.3 For each product return, customer shall obtain an RMA number (Goods Return Authorisation number) from PRTronic, which is to be indicated on the package in the case of returning.

## **6. Conditions of Payment**

6.1 In general, PRTronic will issue invoices together with the delivery of the Goods or after performance of its services. PRTronic reserves the right to request pre-payments or perform deliveries and/or services on the basis of cash on delivery or a direct debiting scheme.

6.2 Invoices must be paid without any deduction in Euro currency or in USD currency if it is requested so. Exchange rates apply on the invoice issue date.

6.3 Prices of PRTronic do not include Value Added Tax (VAT) that may be applicable to the transaction.

6.4 If payments of the Customer are delayed, PRTronic shall, notwithstanding his other rights, have the right to claim interest payments of 9 percentage points over the current Base Lending Rate. The right of PRTronic to prove exceeding damages shall not be excluded.

6.5 In the absence of any express prior agreement to the contrary, PRTronic shall not be obligated to accept for payment any draft, cheque or other instrument. The costs for discounting and collection of such instruments shall be borne by the Customer. All such means of payment are accepted only conditionally pending receipt of the funds by the Supplier.

## **7. Offset, Withholding of payments**

7.1 The Customer is only entitled to withhold payments on the basis of claims that are undisputed by PRTronic, or claims that have been held to be valid by a court in Slovenia of final jurisdiction.

7.2 PRTronic may offset on the basis of any claim which PRTronic may have against the Customer, irrespective of whether or not such payments are due and payable at that date.

## **8. Retention of title**

8.1 PRTronic shall retain full title of any delivered Goods until the Customer has discharged all claims arising from the business relationship with PRTronic. In case of breach of contract by including, without limitation, default in payment, PRTronic is entitled to take possession of the Goods.

8.2 The Customer shall have the right to dispose of the Goods within the ordinary course of business. PRTronic may withdraw the sales authority of the Customer through a written notice if the Customer is in breach of any obligation owed to PRTronic in particular in payment default or if PRTronic shall become aware of other incidents that give rise to doubts about the creditworthiness of the Customer.

8.3 The Customer's right to process the Goods delivered shall also be subject to the limitations set out in 8.2 above. The Customer shall not acquire title to the fully or partly processed Goods; the processing shall be free of charge for PRTronic's benefit a. If PRTronic should, for whatever reason, lose its right under the retention of title, then it is hereby agreed between the Parties that PRTronic shall acquire title upon processing of the Goods and the Customer shall remain custodian of the Goods which shall be free of charge.

8.4 If the Goods in which PRTronic has retained title are inseparably assembled or mixed with the Goods that are third party property, then PRTronic shall acquire co-title in the new Goods or the mixed stock. The proportion of title shall follow from the proportion of the invoice value of the Goods sold under retention of title and the invoice value of the other Goods.

8.5 The Goods in which PRTronic shall acquire sole or co-title in accordance with Subsection 8.3 and 8.4 shall, the same as with regard to the Goods delivered under retention of title according to Subsection 8.1 above, be regarded as Goods delivered under retention of title for the purpose of the following paragraphs.

8.6 The Customer hereby assigns to PRTronic all claims arising from the resale of the Goods delivered under retention of title. Such claims shall also include claims against the bank which, within the scope of such sale, shall have issued or confirmed a letter of credit for the benefit of the Customer. PRTronic hereby accepts such assignment. If the Goods delivered under retention of title shall be considered as processed Goods or mixed stock, where, in addition to the Goods under this Agreement, only such Goods exist that are either the Customer's property or a third party property as a result of a (simple) retention of title, then the Customer shall assign all of the claims arising from the resale. In the other case, i.e. in the event of a conflict between pre-assignment claims by other suppliers, PRTronic shall be entitled to receive a resale proceeds on a pro rata basis which shall be determined in proportion to the invoice value of the Goods and the other processed or mixed Goods.

8.7 Where PRTronic's claim shall be undoubtedly secured through the assignment and retention by more than 125 %, any surplus of receivables and/or Goods delivered under retention of title shall, upon demand of the Customer, be released.

8.8 The Customer shall be authorised to collect any receivables arising from the resale of the Goods. Such authority shall cease to exist in the event that there shall no longer be an ordinary course of business of the Customer. PRTronic may withdraw the Customer's authority to collect, if the Customer is in breach of any obligation owed to PRTronic, in particular in case of payment default; or in case PRTronic becomes aware of other incidents which give rise to doubts about the Customer's creditworthiness. If the above authority shall cease to exist or be withdrawn by PRTronic, then the Customer shall upon PRTronic's demand immediately specify to PRTronic its debtors in the claims assigned and provide PRTronic with all information and documentation necessary for the collection of the receivables.

8.9 In the event of any third party action against PRTronic's Goods under retention of title or any receivables assigned to PRTronic, the Customer shall notify such third party of PRTronic's property/ or right and immediately inform PRTronic about such action. The Customer shall bear the costs of any intervention.

8.10 If the Customer shall be in a breach of contract, in particular in payment default, then it shall, upon PRTronic's demand, immediately return to PRTronic all Goods transferred under retention of title and assign to PRTronic any repossession claims against any third party in conjunction with such Goods. Any repossession or enforcement proceedings with regard to the Goods delivered under retention of title shall not be regarded as a rescission of this Agreement.

8.11 In the event that there shall no longer be an ordinary course of business of the Customer, PRTronic may require the Customer, to inform PRTronic about the claims arising from the resale that have been assigned to PRTronic in accordance with Section 8.6 above including its debtors. Following such information, PRTronic shall have the right to disclose the assignment as PRTronic considers appropriate.

## **9. Warranty**

9.1 In case of defective performance, breach of duty and/or material defects the Customer grants PRTronic the right to remedy this by replacement free of charge or by remedying the defect in any other way within an appropriate deadline. The Customer has the right to object against the chosen remedy for good cause. For clarification, the remedy does not include the removal of the defective Good or the re-installation if we were originally not obliged to install.

9.2 Unless otherwise agreed, the warranty period for all goods delivered by PRTronic shall be twelve (12) months.

## **10. Liability**

10.1 PRTronic shall only be liable for damages – regardless of their legal basis – if PRTronic has caused any damage as a result of an intentional or grossly negligent act or if PRTronic has negligently breached a material contractual obligation („cardinal obligation"). Cardinal obligations are those obligations that are deemed to be substantial to the contract, upon the observance of which the Customer has generally relied and may have relied and which are deemed to be prerequisites for proper performance of the contract. For intentional and grossly negligent breaches, PRTronic's liability shall be unlimited. In the event that PRTronic is in breach of any cardinal obligations, and such breach has not been committed intentionally or with gross negligence, PRTronic shall only be liable for the damage related to and typically foreseeable under the particular contract at the time of entering into the contract. PRTronic shall not be liable for any damages caused as a result of a simple negligent breach of a non-material contractual obligation.

10.2 The Parties are in agreement that the typically foreseeable damage does not exceed the amount of fees paid by the Customer to PRTronic under this agreement, unless the Customer informed PRTronic on a higher damage risk prior to performance.

10.3 The liability limitation contained in Section 10.1,10.2 shall not apply claims of Customer because of damage to life, person, or health; nor shall it apply for claims under a guarantee of PRTronic or claims based on intentional breach or on the German Product Liability Act.

10.4 Any person making claims under this contract shall without delay inform PRTronic in writing about any potential damage for which PRTronic could be liable. If claims for damages against PRTronic are excluded or limited, this shall extend to any personal liability of any statutory organs, employees, vicarious agents or any other auxiliary personnel of PRTronic.

10.5 Any damage claims of the Customer shall become time-barred after one (1) year after occurrence of the event causing the damage.

## **11. Cancellation of orders**

11.1 Any cancellation request of confirmed orders needs to have the written approval from PRTronic, which will only be given in exceptional cases.

11.2 In case of approved cancellation the Customer has to cover the necessary cancellation cost.

11.3 In case of approved cancellation for the below mentioned products the costs to be borne by the Customer are based on the described calculation.

The cancelation time mentioned within this calculation is the difference between the actual from PRTronic confirmed delivery time (week) and the Calendar week when PRTronic received the cancelation requirement from the Customer.

For all other cancelation request a special settlement is necessary.

## **12. Data processing**

PRTronic collects the Customer's data in conjunction with the execution of the contract. PRTronic hereby complies with the provisions of the applicable data protection statutes.

## **13. Cooperation Duties of the Customer**

The Customer shall be obliged to fulfil cooperation duties vis-à-vis PRTronic which may be reasonably required for PRTronic in order to properly perform its duties vis-à-vis the Customer. PRTronic shall inform the Customer about such cooperation duties in a timely manner.

## **14. Final provisions**

14.1 The laws of the European Union shall apply to all contracts between PRTronic and the Customer, to the exclusion of the UN Convention on the International Sale of Goods (CISG).

14.2 If the Customer is registered trader, a legal person under public law or a public law Special Fund, the competent court with jurisdiction all disputes arising from the contractual relations between the Customer and PRTronic shall be the court in Slovenia.

14.3 Should provisions of the contract between PRTronic and the Customer be or become invalid this shall not affect the validity of the remaining provisions of the contract. In place of the invalid provision, the parties shall endeavour to agree a valid provision which comes closest to what was originally commercially intended. If agreement cannot be reached, the relevant statutory provisions shall apply.

14.4 In the case of export of PRTronic's products – unless otherwise agreed – PRTronic shall not be liable for the exportability, the requirement of state approval, or any foreign trade regulations of the intended export country, except for cases of intentional breach or gross negligence on behalf of PRTronic. The need to comply with the national regulations of the respective export country shall be subject to the scrutiny and the responsibility of the Customer. Potential applicable duties for the export of the goods shall be borne by the Customer.

14.5 The laws of the European Union shall apply for orders and deliveries between us and foreign Customers (UN commercial law, subsidiary to national law) for all business relationships, regardless upon which legal foundation they are based.

14.6 The place of fulfilment for deliveries and payments shall be Rudolfsbahngürtel 82a, 9020 Klagenfurt am Wörthersee, Austria.

# General privacy policy statement

## A. Data privacy objectives

We aim to build a long-lasting relationship with our employees and ensure our customers are highly satisfied in every respect. As part of that, we focus in particular on establishing and nurturing a personal relationship with our customers and gearing all other objectives of our company to that. A key part of those relationships is founded on trust. That is why we are fully committed to protecting privacy and the right to protection of data. Our goal is to offer employees, customers and visitors a secure, risk-free service.

In order to ensure that data is processed in compliance with statutory requirements, we gear our processes and their technology to the General Data Protection Regulation (GDPR), the German Federal Data Protection Act (BDSG) and other relevant legislation. In particular, we aim to ensure that personal data is collected to an extent no greater than is required for the specific purpose and that it is easy for data subjects to exercise their rights.

This Data Privacy Policy relates to data processing as part of our web offering. Even though we have taken organisational and technical measures to make sure that this offering is protected as comprehensively as possible, it is naturally not possible to completely rule out security loopholes occurring in electronic communication channels. Consequently, visitors to the website are free to obtain information about us, or send information to us, by other means.

## B. Brief overview of data processing

The usage and communication data gathered as a result of your visit to our web offering is processed by us for the purpose of delivering this web offering. It is not used above and beyond that. Additional processing operations may be performed by the integrated third-party services we use to enhance the presentation or functions of this web offering.

## C. Definitions

### Personal data

“Personal data” means any information relating to an identified or identifiable natural person (hereinafter referred to as “data subject”). An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

### Processing

“Processing” means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

## **Pseudonymization**

“Pseudonymization” means the processing of personal data in such a manner that the personal data can no longer be attributed to a specific data subject without the use of additional information, provided that such additional information is kept separately and is subject to technical and organisational measures to ensure that the personal data is not attributed to an identified or identifiable natural person.

## **Controller**

“Controller” means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data. Where the purposes and means of such processing are determined by Union or Member State law, the controller or the specific criteria for its nomination may be provided for by Union or Member State law.

## **Processor**

“Processor” means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller.

## **Recipient**

“Recipient” means a natural or legal person, public authority, agency or another body, to which the personal data is disclosed, whether a third party or not. However, public authorities which may receive personal data in the framework of a particular inquiry in accordance with Union or Member State law shall not be regarded as recipients.

## **Third-party**

“Third party” means a natural or legal person, public authority, agency or body other than the data subject, controller, processor and persons who, under the direct authority of the controller or processor, are authorised to process personal data.

## **Consent**

“Consent” of the data subject means any freely given, specific, informed and unambiguous indication of the data subject's wishes by which he or she, by a statement or by a clear affirmative action, signifies agreement to the processing of personal data relating to him or her.

## **Data concerning health**

“Data concerning health” means personal data related to the physical or mental health of a natural person, including the provision of health care services, which reveal information about his or her health status.



## **D. General disclosures**

### **Controller**

The controller within the meaning of the General Data Protection Regulation (GDPR) is the company:

PRTronic GmbH

Rudolfsbahngürtel 82a

9020 Klagenfurt am Wörthersee, Austria

Phone: +386 (0)8 201 4020

E-mail: info@prtronic.at

### **Nature and scope of the processed data**

In general, usage data (such as websites visited, access times) and communication data (such as browser information, IP addresses) are processed.

### **Browser and server data**

Please note that your browser transmits information to us only when the website is used. The purpose of that is to ensure that you are technically able to visit the website. The data is required to enable information to be called. The type of information transmitted thus also depends on your settings and technical specifications. That means the following data may be recorded when you access our Internet offering:

- Your IP address
- The time you accessed the website
- The page or name of the file you called (URL)
- Status information (e.g. error codes)
- The amount of data transferred
- Browser information (the web browser and operating system you use, its language setting, etc.)

The data is used for statistical and security-related purposes. It is not passed on to any third party. This Internet offering itself does not use any technologies that are intended to analyse access behaviour by individual users. Personal user profiles are not created. The data is stored for the specified purposes for a maximum of seven days.

### **Cookies**

The latter may be used by third-party providers. The cookies help us to improve our web offering and ensure it is easy to use.

Transient cookies are deleted automatically when you close your browser. Persistent cookies are deleted automatically after a predefined time, which may differ depending on the cookie. The times they are deleted are defined by the third-party provider in question.

You can delete the cookies at any time in your browser's security settings. You can also set your browser so that it rejects certain or all cookies. However, we point out that if you do so, there may be restrictions to the website's range of functions. The information obtained using cookies is stored by us separately from other data that may be provided to us. This data is explicitly not linked to your other data.

### **Categories of data subject**

Visitors to our web offerings are affected by data processing by our website.

### **Purpose of processing**

- Delivery of an online presence
- Providing users with means of interaction
- Security measures

### **Length of storage**

The criterion for the period of time for storing personal data is the respective statutory retention period and the purpose of processing. When this period ends, the data in question is routinely erased, if it is no longer required for achieving the purpose for which it is processed.

The specific storage periods are defined for the individual data processing operations in this Data Privacy Policy.

### **Legal grounds**

There are several possible legal grounds permitted by the General Data Protection Regulation. First, Article 6 (1) point (a) GDPR is the legal basis for processing operations for which your consent is obtained. The legal basis for processing operations required for steps prior to entering into a contract, such as inquiries about our products and services, is Article 6 (1) point (b) GDPR. In the case of fulfilment of tax-related obligations, processing is based on Article 6 (1) point (c) GDPR. In the case of this web offering, the legal basis for data processing is mainly Article 6 (1) point (f) GDPR. Such processing is permissible if it is necessary to safeguard legitimate interests pursued by the controller or by a third party, except where such interests are overridden by the interests or fundamental rights and freedoms of the data subject.

The specific interests are indicated at the point at which the processing operations are carried out.

### **Technical security measures**

We maintain up-to-date technical and organisational measures to ensure data security, in particular to protect your personal data against risks during its transfer and to prevent third parties gaining knowledge of it. These measures are updated to reflect the current state of the art.

## **E. Third-party service providers**

If we allow third parties to process your data as well, that is done solely if authorised by the law and in compliance with statutory provisions. Such authorisation may be your consent, a legal obligation or our legitimate interests.

## **Hosting**

The hosting services we use enable us to provide the following services: Infrastructure and platform services, software tools, computing capacity, storage space and maintenance services we require to operate this online offering.

The hosting provider processes the usage data on the basis of our legitimate interests in effective and secure delivery of this online offering in accordance with Article 6 (1) point (f) GDPR.

The usage data includes the data defined in the section “Nature and scope of the processed data.” This data is erased after seven days.

## **Links to other websites**

Our Internet presence contains links to third-party websites. This Data Privacy Policy applies only to content of our Internet pages and does not cover the third-party websites to which this site is linked. We have no influence on the lawfulness of the content on those websites, nor how personal data is used by them. If you have questions on the content or data protection policies of such third-party providers, please contact them.

## **Plug-ins**

### **Google Tag Manager**

We use the so-called tag manager of the provider Google LLC, 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA. The tags set up via the Google Tag Manger ensure the collection of data that is passed on to the target system. Because the data is only passed on, the system does not collect or store the data itself. According to the provider Google LLC, the Google Tag Manager is a cookie-free domain and therefore cannot collect any personal data this way.

### **Google Maps**

We integrate the online maps and navigation service “Google Maps” from the provider Google LLC, 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA. You can find the privacy policy of this service at: <https://www.google.com/policies/privacy/>. A means for you to control processing of your data by the provider is offered at: <https://adssettings.google.com/authenticated>. This service helps us show the location of our company in a better and vivid manner and enables it to be reached more easily by our visitors. Google LLC is certified under the Privacy Shield Framework and so offers a safeguard that it complies with European data protection law (<https://www.privacyshield.gov/participant?id=a2zt000000001L5AAI>).

### **Google Fonts**

We integrate Google Fonts from the provider Google LLC, 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA. You can find the privacy policy of this service at: <https://www.google.com/policies/privacy/>. A means for you to control processing of your data by the provider is offered at: <https://adssettings.google.com/authenticated>. We integrate the online maps and navigation service “Google Maps” from the provider Google LLC, 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA. You can find the privacy policy of this service at: <https://www.google.com/policies/privacy/>. A means for you to control processing of your data by the provider is offered at: <https://adssettings.google.com/authenticated>. This service helps us enhance the visual design of the web

offering. Google LLC is certified under the Privacy Shield Framework and so offers a safeguard that it complies with European data protection law (<https://www.privacyshield.gov/participant?id=a2zt000000001L5AAI>).

Google Analytics

We use Google Analytics, an analytics service from Google LLC.

The legal basis for that is our legitimate interests (Article 6 (1) point (f) GDPR) in constantly improving and optimising our Internet presence and operating it in an economically expedient manner. It is used solely for the purpose of achieving those interests. Google Analytics uses cookies, text files that are stored on your computer and enable analysis of how you use the website. The information on your use of this website generated by the cookie is usually transferred to a Google server in the USA and stored there. However, if IP anonymization is activated on this website, your IP address will be abbreviated by Google beforehand within the member states of the European Union or in other countries that are party to the Agreement on the European Economic Area. The complete IP address is sent to a Google server in the USA and truncated there only in exceptional cases. On behalf of the operator of this website, Google will use this information to evaluate your use of the website, to compile reports on website activities and to provide other services for the website operator relating to website and Internet use.

The IP address sent from your browser as part of Google Analytics is not combined by Google with other data.

You can prevent storage of the cookies by making the appropriate setting in your browser software; however, we point out that if you do so, you might not be able to use all the functions of this website in full. You can also prevent recording of the data relating to use of website and generated by the cookie (including your IP address) by Google and processing of this data by Google by downloading and installing the browser plug-in available under the following link: [tools.google.com/dlpage/gaoptout](https://tools.google.com/dlpage/gaoptout).

This website uses Google Analytics with the extension “\_anonymizeIp()”. As a result, IP addresses are only processed further in truncated form, which prevents them being linked to a particular individual. If data collected about you can be assigned to you, such a link is therefore excluded immediately and the personal data is erased without undue delay.

We use Google Analytics to analyse the use which is made of our website and to improve it on a regular basis. We can use the statistics we obtain to improve our offering and make it more interesting for you as a user. In exceptional cases in which personal data is transferred to the USA, Google is subject to the EU-US Privacy Shield (<https://www.privacyshield.gov/EU-US-Framework>). Google LLC is certified under the Privacy Shield Framework and so offers a safeguard that it complies with European data protection law (<https://www.privacyshield.gov/participant?id=a2zt000000001L5AAI>).

Information on the third-party provider: Google Dublin, Google Ireland Ltd., Gordon House, Barrow Street, Dublin 4, Ireland, Fax: +353 (1) 436 1001. Terms of service: [www.google.com/analytics/terms/de.html](http://www.google.com/analytics/terms/de.html), data privacy overview: [www.google.com/intl/de/analytics/learn/privacy.html](http://www.google.com/intl/de/analytics/learn/privacy.html), and the data privacy policy: [www.google.de/intl/de/policies/privacy](http://www.google.de/intl/de/policies/privacy).

This website also uses Google Analytics to analyse visitor flows across all devices on the basis of user IDs. You can disable cross-device analysis of your users in your customer account.

A large number of websites use Google Analytics in the way described above. You can permanently prevent recording of data by installing a plug-in in your browser: <https://tools.google.com/dlpage/>

[gaoptout?hl=de](#). You can additionally prevent storage of cookies by means of your basic browser settings. You can also disable Google Analytics for your visit to our site by means of an opt-out: [Google Analytics turn off](#)

## **Google APIs**

We use Google APIs from Google LLC, 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA, to load CSS files, JavaScript, fonts or images from Google's server. We thereby make our website more resilient to bottlenecks in the available bandwidth and enable quick and reliable connection to our website by visitors. When a site is called, your browser loads the required files (in particular web fonts) via the Content Delivery Network (CDN), using the address, into your browser cache so that texts and fonts are displayed correctly. The service lets the operator know that our website was called with your IP address. The CDN is used in the interests of a consistent, appealing website design and to ensure a quick and reliable connection to our website. The legal basis for that is Article 6 (1) point (f) GDPR. You can find the privacy policy of this service at: [www.google.com/policies/privacy/](http://www.google.com/policies/privacy/). Here you can find out how to control the processing of your data by the provider: <https://adssettings.google.com/authenticated>. This service helps us enhance the visual design of the web offering. Google LLC is certified under the Privacy Shield Framework and thus offers a safeguard that it complies with European data protection law (<https://www.privacyshield.gov/participant?id=a2zt000000001L5AAI>).

## **BootstrapCDN**

We use BootstrapCDN in order to load CSS files, JavaScript, fonts or images from its servers. We thereby make our website more resilient to bottlenecks in the available bandwidth and enable quick and reliable connection to our website by visitors. When a site is called, your browser loads the required files (in particular web fonts) via the Content Delivery Network (CDN), using the address, into your browser cache so that texts and fonts are displayed correctly. The service lets the operator know that our website was called with your IP address. CDN is used in the interests of a consistent, appealing website design and to ensure a quick and reliable connection to our website. The legal basis for that is Article 6 (1) point (f) GDPR. You can find more information and the operator's Privacy Policy at: <https://www.bootstrapcdn.com/privacy-policy>.

## **YouTube**

We use the option of integrating videos stored on the platform "YouTube" from the provider Google LLC, 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA. Privacy Policy: <https://www.google.com/policies/privacy/>, opt-out: <https://adssettings.google.com/authenticated>. Google LLC is certified under the Privacy Shield Framework and so offers a safeguard that it complies with European data protection law (<https://www.privacyshield.gov/participant?id=a2zt000000001L5AAI>).

## **Social plugins – Links**

Our website contains links to our offers on social media websites. No data is transferred to their platforms through the display of these links. However, should you visit one of these websites, please note that you are leaving the application area covered by this privacy policy with respect to platform operation.

## **F. Newsletter**

We use the double opt-in procedure for subscription to our newsletter.

This means that, after you have subscribed, we will send an e-mail to the e-mail address given by you asking you to confirm that you wish to receive the newsletter. If you do not confirm your subscription, your information will be blocked and finally erased automatically. We also store the IP addresses you use and the times of your subscription and confirmation. The purpose of this procedure is to demonstrate that you have subscribed and to clarify any possible misuse of your personal data (Article 6 (1) point (f) GDPR).

The only information you must always disclose so that you can receive the newsletter is your e-mail address. The other, separately indicated data can be provided optionally and is used to be able to address you personally. If you do not wish to state your name, you can also specify a pseudonym. After receiving your confirmation, we store your e-mail address for the purpose of sending the newsletter. The legal basis for that is Article 6 (1) sentence 1 point (a) GDPR. You can withdraw your consent to receiving the newsletter and cancel your subscription to it at any time. You can withdraw your consent by clicking on the link in every newsletter e-mail, on our website, or by sending an e-mail, or a message to the contact data stated in the Imprint. We point out that we analyse your user behaviour when we send the newsletter. To enable such analysis, the e-mails sent contain web beacons or tracking pixels, 1x1 pixel image files which are stored on our website. As part of the analyses, we link the above data and the web beacons with your e-mail address and an individual ID. We use the data obtained in this way to create a user profile so that the newsletter can be tailored to your personal interests. As part of that, we record when you read our newsletter and what links you click on in it and use that to draw conclusions on your personal interests. We link this data with your activities on our website.

## **G. Download of technical documentation and software**

Our website could offers you the option of downloading technical documentation and software for our products if you provide your contact information. In order to begin the download, you must give us basic work-related data via your contact information. When you send this form, you give your consent to our storage and use of your personal data to improve our service. You also consent to our informing you via e-mail, telephone and postal mail about our products and contacting you about product-related topics. Your data will not be made available to third parties, and will be processed only for the stated purpose for which it was collected. It will be stored in our CRM system for the duration of the legally permitted period for storing the data of prospective customers. The legal basis for that is Article 6 (1) sentence 1 point (a) GDPR. You may revoke your consent at any time. Even if you revoke your consent, you may continue to use the technical documentation and software you have downloaded.

## **H. Contact form**

You can use the contact form to send a message to our departments. It is primarily used as a means for prospective customers to contact us about our products and services. Please note that your message cannot initially be assigned to a specific recipient, but is instead forwarded by the responsible body to the contact persons at our company. If you wish to address your inquiry directly to a specific contact person without other contact persons at our company gaining knowledge of it, please submit your inquiry over the phone or by regular mail, stating the name of the specific contact person.

The only information you must always disclose when sending the contact form is your e-mail address. The other, separately indicated data can be provided optionally and is used to be able to address you personally. If you do not wish to state your name, you can also specify a pseudonym.

We erase inquiries if they are no longer required and there is no further legal obligation to retain them. We regularly review whether they are still required; there are also statutory archiving obligations that may apply, in particular under fiscal and commercial law.

## **I. Rights of data subjects**

You have the right to ask us to inform you about what data we have stored on you at any time, without the need to state reasons why, as well as about its origin and the recipients or categories of recipient to whom the data is disclosed and the purpose for which it is stored. You have the right, at any time, to demand the data we collect concerning you be rectified or erased or processing of it be restricted, as well as to exercise your right to data portability. You also have means of objecting to processing of your data.

**Rectification, erasure or restriction of processing:** You have the right to obtain from PRTronic without undue delay the rectification of inaccurate personal data concerning you. Taking into account the purposes of the processing, you have the right to have incomplete personal data completed, including by means of providing a supplementary statement.

**Right to object:** If processing of personal data concerning you is based on Article 6 (1) point (f) GDPR, you have the right to object, on grounds relating to your particular situation, at any time to processing of that data. We will no longer process that personal data unless PRTronic demonstrates compelling legitimate grounds for the processing which override your interests, rights and freedoms or for the establishment, exercise or defence of legal claims.

**Right to withdraw consent:** Where processing is based on your consent, you have the right to withdraw consent at any time, without this affecting the lawfulness of processing based on consent before its withdrawal. To do that, you can get in touch with our Data Protection Officer at any time under the above contact data.

**Right to erasure:** You have the right to obtain from PRTronic the erasure of personal data concerning you without undue delay and PRTronic has the obligation to erase personal data without undue delay where one of the following grounds applies:

- the personal data is no longer necessary in relation to the purposes for which it was collected or otherwise processed;
- you object to the processing and there are no overriding legitimate grounds for the processing;
- the personal data concerning you has to be erased for compliance with a legal obligation in Union or Member State law to which we are subject. This shall not apply if processing is required for compliance with a legal obligation which requires processing by Union or Member State law to which we are subject.

**Right to restriction of processing:** You have the right to obtain from PRTronic restriction of processing where one of the following applies:

- the accuracy of the personal data is contested by you, for a period enabling us to verify the accuracy of the personal data;
- the processing is unlawful and you oppose the erasure of the personal data and request restriction of its use instead;
- PRTronic no longer needs the personal data for the purposes of processing, but it is required by you for the establishment, exercise or defence of legal claims, or you have objected to processing pending verification whether our legitimate grounds override yours.
- Where processing of personal data concerning you has been restricted, the data shall, with the exception of storage, only be processed with your consent or for the establishment, exercise or defence of legal claims or for the protection of the rights of another natural or legal person or for reasons of important public interest of the European Union or of a Member State.

If you have obtained restriction of processing, you shall be informed by us before the restriction of processing is lifted.

**Right to lodge complaints:** Without prejudice to any other administrative or judicial remedy, you have the right to lodge a complaint with a supervisory authority, in particular in the Member State of your habitual residence, your place of work or place of the alleged infringement.

If you have any further questions on our Data Privacy Policy, data protection and processing of your personal data, please do not hesitate to contact us at any time. You can also find more information on the subject of data protection in the European Union law at [https://europa.eu/european-union/law\\_en](https://europa.eu/european-union/law_en).