

Below we will inform you about the collection of personal data:

1. Requests
2. Offers
3. Archiving of orders
4. Order confirmations
5. Credit assessment
6. Data backups
7. Electronic payment transactions
8. E-mail communication
9. ERP-System „SAP“
10. Financial accounting
11. Credit notes
12. Purchase contracts
13. After-sales service
14. Lead generation
15. Reminders
16. Invoices
17. Complaints
18. WITTE cloud
19. Promotional contacting
20. Contract management
21. Customs clearance

Personal data is all data that can be related to you personally, e.g. name, address, e-mail addresses, telephone number, IP address.

1. Contact details and company data protection officer

Responsible body according to article 4 paragraph 7 of the GDPR is WITTE PUMPS & TECHNOLOGY GmbH, Lise-Meitner-Allee 20, 25436 Tornesch, Germany, phone: +49 (4120) 70659-0, E-mail: info@witte-pumps.de. The data protection officer of WITTE PUMPS & TECHNOLOGY GmbH can be contacted at the above address or at datenschutz@witte-pumps.de

2. Purposes of data processing

The data is collected by us, stored and if necessary passed on, as far as it is necessary:

- 2.1. concerning the procedure involving requests to be allowed to process requests from customers.
- 2.2. concerning the procedure involving tenders for the submission of a declaration of intent which must be received and which contains all the essential elements of the contract and by which the conclusion of a contract is requested of another party in such a way that the conclusion of the contract depends only on the agreement of the addressee.
- 2.3. concerning the procedure involving archiving orders in order to document the performance of a service.
- 2.4. concerning the order confirmation procedure in order to inform the customer of the acceptance of an offer. The company that creates an order confirmation usually has previously created a quotation for the delivery of the goods, for the quantity and the prices, or for a service and its prices.
- 2.5. concerning the credit assessment procedure involving checking the creditworthiness of a contracting party before the conclusion of a contract and during the term of the contract.
- 2.6. concerning the data backup procedure in order to be able to present a backup in the event of a loss of data.
- 2.7. concerning the procedure involving electronic payment transactions in order to record on EDP media any payment orders still submitted with supporting documents and to process them in settlement transactions between credit institutions using the paperless data medium exchange procedure (cashless payment transactions).
- 2.8. concerning the e-mail traffic procedure involving internal and external communication within the company.
- 2.9. concerning the SAP-ERPsystem procedure to enable the management of customer data, such as supplier data, in which goods movements are also recorded.
- 2.10. concerning the financial accounting procedure in order to record all payment transactions and valuations in a company. As part of operational accounting, financial accounting forms the basis for preparing profit and loss accounts and balance sheets that show the value of the company.
- 2.11. concerning the procedure involving crediting to note and record a reduction in price or a price adjustment.
- 2.12. concerning the procedure involving archiving orders in order to document the performance of a service.
- 2.13. concerning the customer service procedure in order to be able to offer customers all the company's services.
- 2.14. concerning the lead generation process in order to acquire new customers by generating lead lists. The consent of the website visitors is obtained by the website operators.
- 2.15. concerning the procedure involving reminders to claim the payment owed by the creditor to the debtor. If the debt is due, the debtor is in default of payment due to the unsuccessful reminder according to Section 286 of the German Civil Code.
- 2.16. concerning the invoicing procedure involving drawing up a document in which a company informs its customers of the charge due under a contract.
- 2.17. concerning the procedure complaint to handle a verbal or written expressed dissatisfaction with a product or service from internal as well as external customers. Causes can be actual deficiencies or misunderstandings or unrealistic expectations.

- 2.18. concerning the procedure WITTE cloud in order to provide the customer with technical documentation in digital form.
- 2.19. concerning the promotional contact procedure, for which an express consent within the meaning of Article 6 paragraph 1 letter a of the GDPR has been given, so that further communication can be carried out to maintain the business relationship.
- 2.20. concerning contract management procedure in order to enable the management of contractual negotiations between the contracting body and the contractor, the implementation of contracts and the making of contract amendments for technical, scheduling, staff or financial reasons.
- 2.21. concerning the procedure involving customs clearance in order to process goods and services through customs and to submit data.

3. Legal basis for data processing

The collection, storage and passing on therefore takes place:

- 3.1. in the procedure involving inquiries for the purpose of pre-contractual measures at the request of the person concerned on the basis of Article 6 paragraph 1 sentence 1 letter b of the GDPR. Failure to provide the data may result in the company not being able to process any queries and thus not being able to offer any services.
- 3.2. in the procedure involving tenders for the purpose of pre-contractual measures at the request of the data subject on the basis of Article 6 paragraph 1 sentence 1 letter b of the GDPR. Failure to provide this data may result in the interested party or customer not being able to receive an offer and a contract may not be concluded.
- 3.3. in the procedure involving archiving of orders for the purpose of the fulfilment of a legal duty of the responsible person on the basis of Article 6 paragraph 1 sentence 1 letter c of the GDPR. Failure to provide this data may result in invoices or other documents not being verified.
- 3.4. in the procedure involving e-mail traffic for the purpose of pre-contractual measures at the request of the person concerned on the basis of Article 6 paragraph 1 sentence 1 letter b of the GDPR. Failure to provide this data may result in the loss of the ability to sell goods and services.
- 3.5. in the procedure involving credit assessments for the purpose of fulfilling the contract and on the basis of Article 6 paragraph 1 sentence 1 letter b of the GDPR and for the purpose of pre-contractual measures at the request of the data subject on the basis of Article 6 paragraph 1 sentence 1 letter c of the GDPR. Failure to provide this data may result in the contract not being concluded and the shipment of goods or the provision of services not being possible.
- 3.6. in the procedure involving data protection for the purpose of fulfilling a legal obligation of the responsible party on the basis of Article 6 paragraph 1 sentence 1 letter c of the GDPR. Failure to provide this data may result in the company breaching its legal obligations.
- 3.7. in the procedure involving electronic payment transactions for the purpose of fulfilling a contract with the person concerned on the basis of Article 6 paragraph 1 sentence 1 letter b of the GDPR. Failure to provide this data may result in the impossibility of making payments on outstanding debts and collecting liabilities.
- 3.8. in the procedure involving e-mail traffic for the purpose of pre-contractual measures at the request of the person concerned on the basis of Article 6 paragraph 1 sentence 1 letter b of the GDPR. Failure to do so may mean that electronic communication is not possible and orders cannot be placed.
- 3.9. in the „SAP“ ERP system procedure involving the purpose of fulfilling a contract with the person concerned on the basis of Article 6 paragraph 1 first sentence b of the GDPR or for the purpose of pre-contractual measures at the request of the person concerned on the basis of Article 6 paragraph 1 first sentence b of the GDPR, as well as for the purpose of fulfilling a legal duty of the person responsible on the basis of Article 6 paragraph 1 first sentence c of the GDPR. Failure to provide this data may result in goods and/or services not being delivered or not being delivered in a timely manner.
- 3.10. in the procedure involving financial accounting for the purpose of fulfilling a legal obligation of the responsible party on the basis of Article 6 paragraph 1 sentence 1 letter c of the GDPR. Failure to provide this data may result in the company being unable to comply with legal requirements.
- 3.11. in the procedure involving credit notes for the purpose of fulfilling the contract and on the basis of the Article 6 paragraph 1 sentence 1 letter b of the GDPR. Failure to provide such data may result in the company not being able to offer its customers any discount or price correction.
- 3.12. in the procedure involving a purchase contract for the purpose of the fulfilment of the contract and on the basis of the Article 6 paragraph 1 sentence 1 letter b of the GDPR. Failure to provide this data may result in the contract not being able to be concluded. When we deliver goods to you, we pass on your data to the commissioned shipping company as far as these are required for delivery.
- 3.13. in the procedure involving in the customer service and service procedure for the purpose of pre-contractual measures at the request of the person concerned on the basis of Article 6 paragraph 1 sentence 1 letter b of the GDPR and for the purpose of the performance of the contract and on the basis of the Article 6 paragraph 1 sentence 1 letter b of the GDPR. Failure to provide this data may result in the interested party / customer not being served and contractual obligations not being fulfilled.
- 3.14. in the procedure involving lead list for the purpose of the legitimate interest of the person responsible according to Article 6 paragraph 1 sentence 1 letter f of the GDPR. Failure to provide the data may result in the company not being able to acquire new customers in the future.
- 3.15. in the procedure involving reminder for the purpose of fulfilling a contract and on the basis of Article 6 paragraph 1 sentence 1 letter b of the GDPR. Failure to provide this data may result in outstanding debts not being recovered.
- 3.16. in the

procedure involving invoices for the purpose of fulfilling a contract and on the basis of Article 6 paragraph 1 sentence 1 letter b of the GDPR. If this data is not provided, the services may not be billed for.

3.17. in the procedure involving complaints for the purpose of fulfilling the contract and on the basis of Article 6 paragraph 1 sentence 1 letter b of the GDPR and for fulfilling a legal obligation of the person responsible on the basis of Article 6 paragraph 1 sentence 1 letter c of the GDPR. Failure to provide this data may result in the complaint not being able to be dealt with.

3.18. in the procedure involving WITTE cloud for the purpose of fulfilling a contract and on the basis of Article 6 paragraph 1 sentence 1 letter b of the GDPR. Failure to provide the data may result in the company being unable to perform the contract.

3.19. in the procedure involving advertising establishment of contact only with your express consent in the sense of Article 6 paragraph 1 letter a of the GDPR.

3.20. in the procedure involving contract management for the purpose of fulfilling a contract and on the basis of Article 6 paragraph 1 sentence 1 letter b of the GDPR. If this data is not made available, contracts may not be concluded and managed.

3.21. in the procedure involving custom clearance for the purpose of fulfilling a legal obligation of the responsible party on the basis of Article 6 paragraph 1 sentence 1 letter c of the GDPR.

Failure to provide this information may result in violation of legal requirements and blockage of goods or services by customs.

We transmit personal data to the responsible employees / departments, the responsible bank, the responsible court, the responsible tax consultant and the responsible auditor. Further processing will only take place if you have given your consent or if legal permission has been obtained.

To some extent, we use external service providers based in the European Economic Area to process your data. These service providers have been carefully selected by us, commissioned in writing and are bound by our instructions. They are checked by us on a regular basis. The service providers will not pass this data on to third parties, but will delete it after fulfilment of the contract and conclusion of statutory storage periods, unless you have consented to storage going beyond this. A transfer may be necessary for the purpose of task /c onrtract processing as follows:

1. Service provider: Maintenance of the ERP system "SAP"
2. Service provider: Data destruction
3. Service provider: Maintenance of the EDP system
4. Service provider: Printer maintenance
5. Service provider: Telephone system
6. Service provider: Office cleaning
7. Service provider: Sanctions list check
8. Service provider: E-mailing

The current service providers for the above-mentioned functions can be requested at datenschutz@witte-pumps.de.

In addition, we may provide information on the relevant facts to a lawyer. This is done in accordance with legal requirements, insofar as it is necessary to protect our legitimate interests and the legitimate interests of third parties and there is no reason to assume that your interests or fundamental rights and freedoms, which require the protection of personal data, prevail. The collection, storage and transfer is therefore carried out for the purpose of operational interests on the basis of Article 6 paragraph 1 sentence 1 letter f of the GDPR. We maintain current technical measures to ensure the protection of personal data. These will be adapted to the current state of the art.

4. Duration of data storage

If we do not process your contact data for operational purposes, we will store the data collected for this purpose until the purpose for which the data was collected has been fulfilled and is no longer necessary or for:

- 4.1. Requests up to the end of the period of 10 years in keeping with Section 147 paragraph 1 No. 5, paragraph 3 of the General Fiscal Law
- 4.2. Offers up to the end of the period of 6 years in keeping with Section 147 paragraph 1 No. 5, paragraph 3 of the General Fiscal Law
- 4.3. Archiving of orders until expiry of the period of 10 years (Section 257 I No. 1, IV German Commercial Code, Section 147 I No. 1, III General Fiscal Law, Section 14b VAT Act)
- 4.4. Order confirmations up to the expiry of the 6-year period in keeping with Section 147 paragraph 1 No. 5, paragraph 3 of the General Fiscal Law
- 4.5. Credit assessment up to the expiry of the 6-year period in keeping with Section 147 paragraph 1 No. 5, paragraph 3 of the General Fiscal Law
- 4.6. Data backup until expiry of the period of 10 years (Section 257 I No. 1, IV German Commercial Code, Section 147 I No. 1, III General Fiscal Law, Section 14b VAT Act)
- 4.7. Electronic payment transactions until expiry of the period of 10 years in keeping with the commercial & tax retention period (Section 257 I No. 1, IV Commercial Code, Section 147 I No. 1, III General Fiscal Law, Section 14b VAT Act)
- 4.8. E-mail communication until expiry of the period of 10 years (Section 257 I No. 1, IV German Commercial Code, Section 147 I No. 4, III General Fiscal Law, Section 14b VAT Act)
- 4.9. ERP-System „SAP“ up to the expiry of the period of 10 years in keeping with the commercial & tax retention period (Section 257 I No. 1, IV German Commercial Code)
- 4.10. Financial accounting until expiry of the period of 10 years in keeping with the commercial & tax retention period (Section 257 I No. 1, IV German Commercial Code, Section 147 I No. 1, III General Fiscal Law, Section 14b VAT Act)
- 4.11. Credit notes until expiry of the period of 10 years (Section 257 I No. 1, IV German Commercial Code, Section 147 I No. 1, III General Fiscal Law, Section

14b VAT Act)

4.12. Purchase contracts until expiry of the period of 10 years in keeping with the commercial & tax retention period (Section 257 I No. 1, IV German Commercial Code, Section 147 I No. 1, III General Fiscal Law, Section 14b VAT Act)

4.13. After-sales service until expiry of the period of 10 years in keeping with the commercial & tax retention period (Section 257 I No. 1, IV German Commercial Code, Section 147 I No. 1, III General Fiscal Law, Section 14b VAT Act)

4.14. Lead generation up to the fulfillment of purpose.

4.15. Reminders until expiry of the period of 10 years in keeping with the commercial & tax retention period (Section 257 I No. 1, IV German Commercial Code, Section 147 I No. 1, III General Fiscal Law, Section 14b VAT Act)

4.16. Invoices until expiry of the period of 10 years in keeping with the commercial & tax retention period (Section 257 I No. 1, IV German Commercial Code, Section 147 I No. 1, III General Fiscal Law, Section 14b VAT Act)

4.17. Complaints until expiry of the period of 10 years in keeping with the commercial & tax retention period (Section 257 I No. 1, IV German Commercial Code, Section 147 I No. 1, III General Fiscal Law, Section 14b VAT Act)

4.18. WITTE cloud up to the expiry of the fortnight period.

4.19. Promotional contacting in case of revocation of consent.

4.20. Contract management until expiry of the period of 10 years (Section 257 I No. 1, IV German Commercial Code, Section 147 I No. 1, III General Fiscal Law, Section 14b VAT Act)

4.21. Customs clearance until expiry of the period of 10 years in keeping with the commercial & tax retention period (Section 257 I No. 1, IV German Commercial Code, Section 147 I No. 4, III General Fiscal Law, Section 14b VAT Act)

5. Your data protection rights

You have the right to request information from us at any time about the personal data we have stored about you (Article 15 GDPR). This also applies for the recipients or categories of recipients to whom these data are disclosed and the purpose of the storage. In addition, you have the right to demand the correction under the conditions of Article 16 GDPR and/or the deletion under the conditions of Article 17 GDPR and/or the restriction of the processing under the conditions of Article 18 GDPR. Furthermore, under the conditions of Article 20 of the GDPR, you may request data transmission at any time, provided that the data is still stored by us.

In the case of the processing of personal data for the performance of tasks in the public interest (Article 6 paragraph 1, sentence 1, letter e of the GDPR) or for the protection of legitimate interests (Article 6 paragraph 1, sentence 1, letter f of the GDPR), you may object to the processing of your personal data at any time with effect for the future. In the event of objection, we shall refrain from any further processing of your data for the aforementioned purposes, unless

- there are compelling reasons worthy of protection for a processing which outweigh your interests, rights and freedoms, or

- the processing is necessary for the assertion, exercise or defence of legal claims. If the processing of your personal data is based on your consent, you have the right to revoke your consent at any time.

This does not affect the lawfulness of the processing carried out on the basis of consent until revocation (Article 7 paragraph 3 of the GDPR). Under the conditions laid down in Article 21 paragraph 1 of the GDPR, data processing may be opposed on grounds relating to the particular situation of the data subject.

6. Contact

All requests for information, revocations or objections regarding data processing should be sent by e-mail to our data protection coordinator at datenschutz@witte-pumps.de or by letter to the address stated under (1).

For further information we refer to the complete text of the German GDPR, which is available on the Internet at <https://dsgrvo-gesetz.de> and our data protection declaration, which can be viewed on the Internet at www.witte-pumps.com.

In addition, you have the possibility of complaining to the responsible supervisory authority about data protection issues.

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