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General terms and conditions of sale and delivery

I. Scope, form

1. These General Terms and Conditions of Sale shall apply to all our business relationships with our customers ("Buyers"). The General Terms and Conditions of Sale shall only apply if the Buyer is an entrepreneur (Section 14 of the German Civil Code (Bürgerliches Gesetzbuch – BGB)), legal entity under public law or special trust under public law.
2. These General Terms and Conditions of Sale shall particularly apply to any contracts on the sale and/or the delivery of movable items ("goods") regardless of whether we have produced the goods ourselves or purchased them from suppliers (Sections 433, 650 BGB). Unless otherwise agreed, the General Terms and Conditions of Sale shall apply in the version effective at the time the Buyer places the order or, in any case, in the version last provided to the Buyer as a framework agreement even for similar future agreements without us having to refer to this fact in each individual case.
3. These General Terms and Conditions of Sale shall apply exclusively. Deviating, contrary or additional general terms and conditions of the Buyer shall only form part of the agreement if explicitly approved by us. This consent requirement shall apply in any case, for example, even if the Buyer refers to its GTC in the order and we do not expressly object to this.
4. Individual agreements (e.g. framework supply agreements, quality assurance agreements) and specifications in our order confirmation take precedence over the General Terms and Conditions of Sale. In case of doubt, trade terms shall be interpreted in accordance with the Incoterms® issued by the International Chamber of Commerce in Paris (ICC) in the version valid at the time the contract is concluded.
5. Any legally relevant declarations and notifications from the Buyer relating to the contract (e.g. setting of time limits, notification of defects, withdrawal or reduction) must be made in writing. Writing within the meaning of these General Terms and Conditions of Sale includes written and text form (e.g. letter, email, fax). Legal form requirements and other



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proof, particularly in case of any doubt about the legitimization of the declaring party, shall not be affected.

6. References to the applicability of legal provisions shall only serve for clarifying purposes. Even without such clarification, the legal provisions therefore shall apply, unless they are directly amended in these General Terms and Conditions of Sale or are explicitly excluded.

II. Conclusion of the contract

1. Our offers are subject to alteration and non-binding. The same shall apply if we have provided the Buyer with catalogues, technical documentation (such as drawings, plans, computations, calculations, references to DIN standards), other product descriptions or documents, including in electronic form, in which we reserve intellectual property rights and copyright. The documents relating to the offer, such as illustrations, drawings, weights and dimensions, are only approximate unless they are explicitly designated as binding.
2. Orders for goods placed by the Buyer shall be regarded as binding contractual offers. Unless otherwise specified in the order, we shall be entitled to accept this contractual offer within 2 weeks of its receipt by us.
3. We may declare our acceptance in writing (e.g. by confirming the order) or by delivering the goods to the Buyer.

III. Delivery times and delays in delivery

1. The delivery deadline shall be agreed individually and/or stated by us when accepting the order. If we have not specified a delivery deadline, it shall be at least approx. 10 weeks from the conclusion of the contract.
2. The delivery period shall begin with the dispatch of the order confirmation, but not before the Buyer has fulfilled its contractual obligations, in particular the provision of the documents, approvals and clearances to be procured by the Buyer.
3. If we are unable to meet binding delivery deadlines for reasons outside our scope of control (unavailability of services), we shall notify the Buyer immediately and at the same time announce an estimated new delivery date. Should the service remain unavailable



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even within the new delivery deadline, we may withdraw from the contract, in whole or part thereof, and we shall reimburse any consideration already provided by the Buyer immediately. Non-availability of the service exists, for example, in the event of late delivery by our supplier, if we have concluded a congruent hedging transaction; other disruptions in the supply chain, for example, due to force majeure; or if we are not obliged to procure in the individual case.

4. The occurrence of delivery delays on our part shall be based on the legal provisions. In any case, however, the Buyer shall send us a reminder. The Buyer may claim fixed compensation for any damages incurred due to the delivery delay should it fall within our scope of control. The fixed compensation shall be 0.5% of the net price (delivery value) for each full calendar week, but no more than a total of 5% of the delivery value of the goods delivered with a delay. We may provide proof that the Buyer has incurred no, or significantly less, damage than the above fixed rate.
5. The rights of the Buyer in accordance with Section VIII of these General Terms and Conditions of Sale and our statutory rights, in particular in the event of an exclusion of the obligation to perform (e.g. due to impossibility or unreasonableness of performance and/or supplementary performance), shall remain unaffected.

IV. Delivery, transfer of risk, acceptance, default in taking delivery

1. Delivery shall be made "ex works" (EXW), which shall also be the place of fulfilment of the delivery and any supplementary performance. The goods may also be dispatched to another destination at the request and cost of the Buyer (sale by dispatch). Unless otherwise agreed, we may determine the type of dispatch (particularly transport company, transport path and packaging).
2. The risk of accidental destruction and deterioration of the goods shall be transferred to the Buyer no later than upon transfer of the goods. For sales by dispatch, however, the risk of accidental destruction and deterioration of the goods as well as the risk of delays shall be transferred already upon delivery of the goods to the freight forwarder, carrier or other person or organisation engaged to dispatch the goods. This also applies to partial deliveries and to deliveries free to the place of destination. If an acceptance of the goods has been agreed, this shall be the date on which the risk is transferred. The legal



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provisions of the law applicable to works and services shall further apply correspondingly in the event of an agreed acceptance of goods. The Buyer's default in taking delivery shall be equivalent to delivery or acceptance. Transport damage must be noted on the delivery note. Delivered items must be accepted by the Buyer, even if they have defects, regardless of the rights from Section VII.

3. Unless otherwise agreed in writing, the choice of the type and route of dispatch shall be made by us with the appropriate discretion.
4. Partial deliveries are permissible provided that partial delivery is of interest to the Buyer. Permissible partial deliveries are regarded as a concluded transaction.
5. Should the Buyer be in default in taking delivery, fails to perform a cooperative action or our delivery is delayed for other reasons within the scope of control of the Buyer, we may claim compensation for any resulting damages, including additional costs (such as storage costs). For this we shall charge flat-rate compensation in the amount of 0.5% of the net price per calendar week, starting with the delivery deadline and/or notification of goods ready for dispatch in the case of no delivery deadline having been agreed.

This shall not affect our entitlement to prove that the damage is higher and our legal claims (particularly the reimbursement of additional costs, reasonable compensation and termination). However, the fixed compensation shall be offset against further reaching monetary claims. The Buyer may provide proof that we have incurred no, or significantly less, damage than the above fixed rate.

6. If we have agreed that the Buyer collects the goods themselves and the goods are not collected within 14 days after notification of readiness for dispatch, we shall be entitled to deliver the goods to the Buyer on a cash on delivery basis.

V. Prices and terms of payment

1. Unless otherwise agreed on a case-by-case basis, our prices current at the time the contract is concluded shall apply, subject to Para. 2, namely EXW (ex works), plus the costs for any packaging and statutory value-added tax. The shipping costs shall be borne by the Buyer.



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2. The prices agreed with the Buyer for the goods are determined to a significant extent by the manufacturing costs of the goods that are the subject of the contract within the meaning of Section 255 Para. 2 German Commercial Code (HGB) ("production cost") and these are determined in particular by the prices of energy and raw materials (including electricity and gas) and transport costs (notably oil and cargo) ("cost components").

For this reason, in the case of contracts with an agreed delivery period of more than 4 months, we are entitled, using reasonable discretion, to immediately take into account any increases and reductions in the cost components (also for purchased parts) for the contractual goods, which occur after the contract has been concluded but before or during the manufacture of the goods, even after the contract has been concluded, therefore increasing or decreasing the price and passing this on to the Buyer in the invoice. However, this shall not apply to increases or reductions in cost components and production costs that we have already taken into account in the prices at the time the contract was concluded. The price increase or decrease for the Buyer in accordance with this paragraph is only permissible to the extent that a change in the production costs and the costs of the cost components for the contractual goods has also happened to us. In doing so, we shall always carry out a total cost balance of the cost components and total production costs.

If the price increase is unreasonably high, the Buyer shall be entitled to terminate the contract.

3. In the event of a sales shipment (Section IV Para. 1), the Buyer shall bear the costs for transportation from the warehouse and, where required, the costs for transport insurance requested by the Buyer. The Buyer shall pay any customs duties, fees, taxes and other public levies.
4. The purchase price shall be due and payable within 30 days (within 10 days with 2% discount) from invoice date and delivery and/or acceptance of the goods. However, we may, at any time, perform a delivery in whole or part thereof on advance payment, even within the scope of an ongoing business relationship. We shall declare such intention no later than in the order confirmation.
5. The Buyer shall be deemed as having defaulted on payment if payment has not been made within the above payment period. The respective applicable statutory default interest



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shall be added to the purchase price during the default period. We reserve the right to claim further damages caused by delay. This shall not affect our claim for commercial interest payable on due date from business persons (Section 353 HGB).

6. The Buyer's right of set-off and retention shall only apply if the Buyer's claim has been found to be legally binding or is undisputed. In the event of defects in the delivery, the Buyer's counter rights, in particular in accordance with Section VII Para. 8 Sentence 2 of these General Terms and Conditions of Sale, remain unaffected.
7. If it becomes apparent after conclusion of the contract that our claim to the purchase price is endangered due to the Buyer's inability to pay (e.g. due to an application to open insolvency proceedings), we shall be entitled to refuse performance in accordance with the statutory provisions and, if applicable after setting a deadline, to withdraw from the contract (Section 321 BGB). In the case of agreements on the manufacture of untenable items (one-off production), we may declare our withdrawal immediately. This shall not affect the legal provisions regarding the dispensability of a period of grace.

VI. Retention of title

1. We shall reserve the title to the goods sold until full payment for all our current and future receivables arising from the purchase agreement and an ongoing business relationship (secured receivables) has been made.
2. The goods subject to retention of title shall not be pledged or transferred by way of security to third parties until full payment for the secured receivables has been received. The Buyer must inform us immediately in writing if an application for opening insolvency proceedings is filed or if third parties access the goods belonging to us (e.g. seizures). If the third party is not able to reimburse us for the judicial and extrajudicial costs of legal action in accordance with Section 771 German Code of Civil Procedure (ZPO), the Buyer shall be liable for any loss incurred by the supplier. In the event that insolvency proceedings are initiated, we shall be entitled to withdraw from the contract and may request the surrender of the reserved goods.
3. A right of retention cannot be asserted against this claim for surrender based on claims other than those based on the contract; this also applies in the case of undisputed or legally established counterclaims.



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4. In the event of the Buyer violating the contract, particularly in the event of non-payment of the purchase price due, we may withdraw from the contract in accordance with the legal provisions and/or request for the goods to be returned to us on the grounds of retention of title. The request to return the goods to us shall not automatically include our notice of withdrawal. We rather may request only the return of the goods and reserve the right to withdraw at a later date. If the Buyer fails to pay the purchase price, we may only enforce these rights if we have first given the Buyer a reasonable period of grace and the Buyer has failed to perform during such period or such period of grace is not required in accordance with legal provisions.

5. Except in the event of a rescission in accordance with section (c) below, the Buyer may sell and/or process the goods subject to retention of title during the proper course of business. In such case, the following additional provisions shall apply.

(a) The retention of title shall also apply to the full value of the products manufactured by processing, mixing or combining our goods. In such case, we shall be classed as the manufacturer. Should the retention of title of third-party goods remain in effect when processing, mixing or combining them with our goods, we shall acquire pro-rata co-ownership of the calculated values of the processed, mixed or combined goods. The products manufactured in this manner shall be subject to the same provisions as goods delivered subject to retention of title.

The Buyer shall herewith assign to us the receivables to third parties arising from selling on the goods or products in total or in the amount of our potential co-ownership shares in accordance with the above provision by way of security. We shall herewith accept this assignment. The Buyer's obligations stated in Para. 2 shall also apply with regard to the assigned receivables.

(c) The Buyer shall remain entitled to collect the receivables alongside us. We shall agree not to collect the receivables as long as the Buyer meets its payment obligations to us, its performance is not impaired and we have not enforced the retention of title by exercising a right in accordance with Para. 3. However, should this be the case, we may request for the Buyer to disclose to us the assigned receivables and its debtors, provide all information required for collecting the receivables and related documents and notify the



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debtors (third parties) of the assignment. In such case, we may also rescind the Buyer's authorisation to sell on and process the goods subject to retention of title.

(d) Should the resell value of the securities exceed our receivables by more than 20%, we shall release securities of our choice upon request by the Buyer.

VII. The Buyer's claims for defects

1. Unless otherwise agreed below, the legal provisions shall apply to the Buyer's rights in the event of physical and legal defects (including incorrect and short deliveries and inadequate assembly/installation or insufficient instructions). In all cases, the special statutory provisions on the compensation for expenses for final delivery of the newly manufactured goods to a consumer (supplier's recourse in accordance with Sections 478, 445a, 445b or Sections 445c, 327 Para. 5, 327u BGB) shall remain unaffected, unless equivalent compensation has been agreed, e.g. as part of a quality assurance agreement.
2. The goods delivered by us comply with the applicable German regulations and standards. We do not assume any liability for compliance with other national regulations. If the products are used abroad, the Buyer shall undertake to check the conformity of the goods themselves in accordance with the relevant legal systems and standards and to make adjustments where necessary.
3. The basis of our liability for defects is primarily the written agreement on the qualities and the assumed use of the goods (including accessories and instructions). If the properties have not been agreed, it shall be assessed if a defect exists or not in accordance with the legal provisions (Section 434 Paragraph 3 BGB). We do not assume any commitment towards the Buyer for the quality of the delivery item beyond the quality agreement.
4. In the case of goods with digital elements or other digital content, we shall only owe the provision and, where necessary, updating of the digital content if this is the result of a quality agreement in accordance with Para. 3. However, we shall not assume any liability for public statements issued by the manufacturer or other third parties.
5. We shall generally not be liable for defects of which the Buyer is aware at the time the contract is concluded or is not aware due to gross negligence (Section 442 BGB). Furthermore, the Buyer's claims for defects assume that the Buyer has met all of its



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statutory inspection and notification obligations (Sections 377 and 381 HGB). In the case of building materials and other goods intended for installation or other further processing, an inspection must always be carried out immediately prior to processing. We shall be notified immediately and in writing of any defects found during delivery, inspection or at any other time in the future. In any case, obvious defects must be reported in writing within 7 working days from delivery and defects not visible during the inspection within the same period from their discovery. Should the Buyer fail to perform a proper inspection and/or submit a notification of defect, our liability for the defect not notified properly or on time shall be excluded in accordance with the legal provisions. In the case of goods intended for integration, attachment or installation, this shall also apply if the defect only became apparent after the corresponding processing as a result of the breach of one of these obligations; in this case, there shall notably be no claims on the part of the Buyer for reimbursement of corresponding costs ("dismantling and installation costs").

6. In the event of the delivered goods being defective, we may initially choose subsequent fulfilment by way of rectification of defect (subsequent improvement) or delivery of non-defective goods (replacement delivery). The Buyer may reject the type of supplementary performance chosen by us if it is unreasonable for them in the individual case. This shall not affect our right to reject supplementary performance under the legally prescribed conditions.
7. The subsequent improvement shall be deemed to have failed after the second unsuccessful attempt.
8. We may make the supplementary performance owed to us dependent on the Buyer paying the purchase price due. However, the Buyer may retain a reasonable share of the purchase price in relation to the defect.
9. The Buyer shall grant us the time and opportunity required for the supplementary performance and, in particular, provide us with the goods declared to be defective for testing purpose. We may also request that the Buyer returns the rejected delivery item to us at our expense. In the event of a replacement delivery, the Buyer shall return the defective item to us at our request in accordance with the statutory provisions; however, the Buyer shall not have a claim for restitution.



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10. Supplementary performance shall not include the dismantling, removal or deinstallation of the defective item nor the assembly, attachment or installation of a defect-free item if we were not originally obliged to perform these services; claims made by the Buyer for reimbursement of corresponding costs ("dismantling and installation") shall remain unaffected.
11. We shall reimburse the expenses necessary for the purpose of inspection and supplementary performance, in particular transport, travel, labour and material costs as well as any dismantling and installation costs, in accordance with the statutory provisions and these General Terms and Conditions of Sale, if a defect actually exists. Otherwise, we may demand reimbursement from the Buyer for the costs incurred from the unjustified request to remedy the defect if the Buyer knew or was negligent in not knowing that there was actually no defect.
12. In urgent cases, e.g., given a threat to operational safety or for the purpose of avoiding disproportionate damage, the Buyer shall be entitled to remedy the defect itself and to demand reimbursement by us of the costs objectively necessary for this. We shall be notified immediately, ideally in advance, of such self-performance. The Buyer shall not be entitled to rectify defects if we would be entitled to reject a corresponding supplementary performance in accordance with the legal provisions.
13. The Buyer may withdraw from the purchase contract or reduce the purchase price in accordance with the legal provisions if the supplementary performance has failed after a reasonable period of grace to be set by the Buyer or is unnecessary in accordance with legal provisions. However, there is no right of withdrawal in the case of an insignificant defect.
14. Claims made by the Buyer for damages and/or compensation for expenses incurred for unsuccessful actions are also valid in the case of defects but only in accordance with Section VIII and shall otherwise be excluded.

VIII. Other liability

1. Unless stated otherwise in these General Terms and Conditions of Sale, including the following provisions, we shall assume liability in accordance with the legal provisions for any violations of contractual and non-contractual obligations.



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2. We shall be liable to pay compensation for damages, for whatever reason, within the scope of the responsibility for the damage if we act with malicious intent or gross negligence. In the event of minor negligence, we shall be liable, subject to statutory limitations of liability (e.g. care in our own affairs; insignificant breach of duty), only for
 - a) damages arising from injury to life, limb and health,
 - b) damages arising from a major violation of a material contractual obligation (obligation whose fulfilment is essentially required for the proper performance of the agreement and compliance with which the Contractual Partner does, and may, regularly rely on); in such case, however, our liability shall be limited to compensation for any foreseeable, typical damage.
3. The limited liability stated in Para. 2 shall also apply to third parties as well as for violations of obligations by (and for the benefit of) persons for whose actions we are responsible in accordance with the legal provisions. They shall not apply in the event a defect has been maliciously concealed or a guarantee for the properties of the goods has been assumed and for any claims of the Buyer in accordance with the Product Liability Act.
4. The Buyer may only withdraw from or terminate the contract on the grounds of a violation of obligations that does not constitute a defect if such violation falls within our scope of control. A free right of termination of the Buyer (in particular according to Sections 650, 648 BGB) is excluded. The legal requirements and consequences shall apply besides.

IX. Assignment

The assignment of the Buyer's claims set out Section VII. and VIII. is excluded. Section 354 a HGB remains unaffected.

X. Limitation period

1. Notwithstanding the provisions in Section 438, Para, 1, No. 3, BGB, the standard limitation period for claims for material and legal defects is one year from the delivery. The statute of limitation shall start with acceptance if acceptance of goods has been agreed.
2. If the goods relate to a building or an item that has been used for a building in accordance with its normal method of use and has caused this building to be defective (building materials), the period of limitation shall be 5 years from delivery in accordance with the



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statutory provision (Section 438 Para. 1 No. 2 BGB). Other special statutory provisions regarding the limitation period (in particular Section 438 Para. 1, No. 1, Para. 3, Sections 444, 445b BGB) shall also remain unaffected.

3. The above statute of limitation specified by the sale of goods law shall also apply to contractual and non-contractual claims for damages by the Buyer based on defective goods, unless the application of the regular statutory statute of limitation (Sections 195 and 199 BGB) would result in a shorter statute of limitation in individual cases. The Buyer's claim for damages in accordance with Section VIII. Para. 2 Sentences 1 and 2(a) as well as in accordance with the Product Liability Act shall exclusively expire by limitation in accordance with the statutory statute of limitation.

XI. Property rights

The Buyer is responsible for ensuring that the working drawings that they submit do not infringe on the property rights of third parties. Nevertheless, if claims are asserted against us by third parties due to infringements of property rights, the Buyer shall indemnify us against any claims of third parties upon first request.

XII. Export restrictions

The Buyer is informed that the majority of the goods supplied by us are subject to export restrictions of the applicable foreign trade regulations, notably the CoCom regulations, and, therefore, the export of such products, whether in their original condition or installed in something else, to countries subject to these restrictions is either completely prohibited or only permitted with special official approvals. The Buyer is obliged to strictly comply with such export regulations and to carefully obtain all necessary official or other authorisation in each case of such export.

XIII. Choice of law, place of jurisdiction and miscellaneous

1. These General Terms and Conditions of Sale and the legal relationship between us and the Buyer are subject to the laws of the Federal Republic of Germany under exclusion of international uniform law, notably the UN Convention on Contracts for the International Sale of Goods (CISG). The negotiation and contract language is German.



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2. In the event the Buyer is a businessperson within the meaning of the German Commercial Code, a public law entity or a special fund under public law, the exclusive, including international, place of jurisdiction for all disputes arising directly or indirectly out of or in connection with the contract shall be our place of business in Breidenbach. The same shall apply if the customer is a business person within the meaning of Section 14 BGB. In any case, we may file claims at the place of fulfilment of the delivery obligation in accordance with these General Terms and Conditions of Sale and/or any individual agreement which takes priority or at the general place of jurisdiction of the Buyer. This shall not affect any legal provisions which take priority, particularly regarding exclusive responsibility.
3. Should one or more provisions in these General Terms and Conditions of Sale be or become invalid, this shall not affect the remaining provisions. The parties shall undertake to replace the invalid provision with an agreement that comes as close as possible to the economic purpose of the invalid provision.

XIV. Data protection

1. We shall comply with the relevant statutory provisions, notably the General Data Protection Regulation (GDPR), with regard to the Buyer's personal data.
2. The Buyer's personal data will be collected, stored, processed and used by us if, to the extent and for as long as this is necessary for the establishment, execution or termination of this contract.

Any further collection, storage, processing and use of the Buyer's personal data shall only take place if required or permitted by a legal provision or if the Buyer has consented to this.

3. The Buyer is aware that the collection, processing and use of its name, consumer attributes or entrepreneur status, address, date of birth and bank details, among other things, are required on the basis of Art. 6 Para. 1 lit. b) GDPR to carry out pre-contractual measures and fulfil this contract.



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4. We are entitled – within the scope of what is legally permissible – to check the risk of non-payment on the part of the Buyer for the purpose of deciding on the establishment, execution or termination of the purchase contract.

In this respect, probability values for the future behaviour of the Buyer are collected and processed. The Buyer's address data is also used to calculate these probability values.

To carry out these checks, we use the services of credit agencies, such as SCHUFA Holding AG (Wiesbaden), or other third parties and transmit the Buyer's data to them or make enquiries with them for this purpose.

The collection, processing and use of data for this purpose takes Article 6 Para. 1 lit. b) GDPR as a basis.

5. We are notably entitled to transfer the Buyer's data to third parties if and insofar as this is required for implementing pre-contractual measures and fulfilling this Agreement (e.g. for shipment, assembly, installation, invoicing or customer service) in accordance with Article 6 Para. 1 lit. b) GDPR or other fulfilment of a legal obligation within the meaning of Article 6 Para. 1 lit. c) GDPR. We may also transfer this data to third parties, within the legally permissible scope, for the purpose of enforcing receivables in accordance with Article 6 Para. 1 lit. b) and/or f) GDPR (e.g. debt collection agencies).
6. We shall provide the Buyer with free-of-charge information on the personal data stored relating to the Buyer in accordance with the legal requirements and upon request. In accordance with the legal conditions, the Buyer has the right to request the correction, deletion, restriction of processing or transfer of its data to a third party. Furthermore, the Buyer has the right to complain to a supervisory authority.
7. The Buyer may object to the potential use of its personal data (I) for the required performance of a task transferred to us in the public interest or in execution of a government order or (II) for the required maintenance of our justified interests or those of a third party, in accordance with No. 5 above, if applicable, and Article 21 Para. 1 GDPR, at any time in the form of an informal notification to us. If we cannot prove any overriding compelling reasons worth protecting regarding the use, we will no longer use the data concerned for these purposes after receiving the objection.



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The Buyer may also object to the potential use of its personal data for purposes of direct advertising in accordance with Article 21 Para. 2 GDPR at any time and free of charge by sending an informal notification to us. After receiving the objection, we will no longer use the data concerned for these purposes.

8. The controller for all data privacy issues and for exercising the right under Nos. 6 and 7 is:

Mr. Marco Weber

GDS Gesellschaft für Datenschutz Mittelhessen mbH

Auf der Appeling 8, 35043 Marburg-Cappel, Germany

Email address: datenschutz@gdsm.de

The data protection regulatory authority responsible for us is:

Der Hessische Datenschutzbeauftragte

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