

# General Terms & Conditions



**> The REMONDIS Group**

REMONDIS Medison GmbH:  
General Terms & Conditions/  
X-Ray Recycling Division  
As of: May 2019

[remondis-medison.de](http://remondis-medison.de)

# Part 1 – Commercial Terms & Conditions

## > 1 Scope of Application

- (1) All contractual relationships between the Contractor and Customer shall be subject exclusively to these General Terms & Conditions.
- (2) The General Terms & Conditions of the Customer or a third party shall not apply even if the Contractor does not explicitly disagree with their validity in any particular case. They shall, therefore, only apply if, and to the extent that, the Contractor recognizes their validity in writing and this shall apply for each individual contract concluded.
- (3) The Customer shall be informed of any changes to these Terms & Conditions in writing (e.g. by letter or email). It shall be assumed that the Customer agrees to the changes if he does not object within 4 weeks following the announcement of the changes. Such objections must be sent to the Contractor in writing (e.g. by letter or email). The Contractor shall expressly point out this fact when announcing any changes.

## > 2 Conclusion of Contract

- (1) All offers drawn up by the Contractor are non-binding and subject to change without notice unless there is an explicit clause in an offer stating that the offer is binding or an offer includes a specific acceptance deadline.
- (2) Orders placed by the Customer shall not become binding until they have been confirmed in writing (e.g. by letter or email) by the Contractor within two weeks. If there is no written order confirmation, then the Contract shall be considered concluded according to the conditions of the offer at the point when the waste is handed over.
- (3) The information provided in the waste disposal certificate and the regulations laid down by the authorities shall form the basis of the Contract and shall, therefore, constitute an integral part of this Contract.

## > 3 Services provided by the Contractor

- (1) The Contractor shall be the only business to provide the Customer with the services described in the Service Agreement. Depending on the services agreed, the scope of services shall comprise
  - (a) furnishing containers according to the type, size and number determined in the Contract,
  - (b) exchanging, emptying and/or removing the provided containers at the site agreed on and transporting the waste to recycling/disposal plants,
  - (c) recycling and/or disposing of the different kinds of waste stipulated in the Contract in a correct manner and in accordance with the law.
- (2) Collection and disposal shall be carried out – as far as possible – using a mobile electronic recording system. In this case, the Contractor is authorized to submit any necessary declarations and take all necessary steps to fulfil the obligations of the Customer as well as its own obligations. In doing so, the Contractor shall act in accordance with the instructions of the Customer. In particular, the Contractor shall only check the composition and amount of the waste to be collected in so far as he is required to do so to fulfil his own obligations. Any inspection rights granted to the Customer in the Waste Management Agreement remain unaffected by this.
- (3) In all other respects, any other measures taken by the Contractor – besides the actual waste management services (e.g. testing, analyses) – shall only be carried out in order for it to fulfil the legal obligations of the Customer.
- (4) The Contractor has the right to assign the contractual services to third parties.
- (5) If the type and/or manner of the services provided by the Contractor and agreed on in the Contract can no longer be delivered as a result of a change in legal regulations, then the Contractor shall be obliged to carry out the disposal of the waste in accordance with the amended regulations. Any additional costs resulting from this shall be borne by the Customer.

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### > 4 Customer's Obligations

- (1) The Customer is responsible for ensuring all necessary conditions have been satisfied so that the service can be provided in a correct manner and in accordance with the law.
- (2) Unless otherwise agreed, requests for non-regular services to be carried out must be made in writing (e.g. by letter or email).
- (3) The Customer must declare its waste in a complete and correct manner. The containers, devices and other types of equipment are only to be filled with the declared waste. The Contractor must be informed immediately of any changes in the composition of the waste.
- (4) The waste materials shall become the property of the Contractor at the point when they are placed in a waste container or in another kind of collection facility or when they are loaded onto the waste collection vehicle. This shall not include waste that does not correspond with the signed Declaration. The Contractor has the right to refuse to accept the latter. If the waste has already been collected, then the Customer is obliged to take back – at its own expense – any falsely declared waste. Should the Customer refuse to take back such waste, then the Contractor has the right to dispose of this waste correctly and to claim compensation.
- (5) The obligations taken on by the Contractor do not, however, release the Customer from its legal responsibility.
- (6) If requested to do so, the Customer shall confirm that the Contractor carries out the services agreed on in the Contract in a proper manner.
- (7) If the Customer has a complaint concerning the collection/disposal of its waste, then the Contractor must be informed of this within 48 hours. The Customer shall be responsible for furnishing proof that the Contractor has not fulfilled its obligations or that the services have not been carried out by the Contractor in a proper manner.
- (8) The waste collection periods agreed are binding. Downtime and waiting time that are not caused by the Contractor as well as wasted journeys shall be charged for and will be invoiced according to the hourly rates charged for the service ordered.
- (9) Waste and other materials which are to be collected/sent for recycling must be packed correctly – at the Customer's expense – in accordance with the regulations governing the transport of goods and waste and taking all of the instructions given by the Contractor into account.
- (10) When handing over data material for disposal/recycling, the Customer acknowledges and agrees to ensure that the data material has not been mixed with any other type of waste or material. Any other material handed over for silver recovery (e.g. films) must be completely free of hazardous substances, in particular toxic, corrosive, explosive, inflammable and radioactive materials, and free of moisture, sticky substances or contaminants (e.g. caused by mould). In the case of non-compliance, the Customer is liable for all damage and consequential damage resulting from this. In particular, the Customer must bear the additional sorting and processing costs incurred as a result of the contaminated material. These costs will be charged to the Customer in a separate invoice.
- (11) As a general rule, nitrocellulose film is not accepted – either for recycling or disposal.

### > 5 Furnishing of Waste Containers

- (1) The Customer shall be responsible for ensuring the containers are treated with the proper care and attention as well as for any damage to, or loss of, these containers during the rental period.
- (2) Moreover, the Customer shall be responsible for selecting the site where the containers are to be placed – in particular for selecting a site with a sufficiently hard substrate – and for guaranteeing that the containers are easily accessible for collection.
- (3) The Customer shall be responsible for fulfilling all road safety obligations regarding the containers. It is the responsibility of the Customer to obtain any necessary permits to use public roads before the containers are provided, unless the Contractor has taken over this obligation. Any public charges due for obtaining such permits shall be borne by the Customer. The Customer alone is liable if the relevant safety precautions for the containers are not undertaken or if the necessary permits have not been obtained. The Customer shall, therefore, indemnify the Contractor against any third-party claims regarding this matter.

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- (4) The Contractor must be informed in writing (e.g. by letter or email) at least four weeks in advance of any operational changes that may affect the collection of the waste. The Contractor must be informed in writing (e.g. by letter or email) immediately of any official orders that may have an effect on the contractual service. If the Customer fails to fulfil its duty of notification, then it shall be liable to pay any and all costs and expenses incurred as a result of this.
- (5) The weight limit of the containers may not be exceeded under any circumstances.

### > 6 Processing & Recycling

- (1) If so agreed, the Customer shall ensure that its X-ray film has been removed from its packaging and has not been mixed with any other type of film (e.g. CT, MRT, laser, repro, 35mm or microfilm or slides) when it is collected by the Contractor. If the film is not handed over in this state, then the Contractor shall sort the materials and remove the X-ray film from its packaging. The Contractor shall then deduct the weight of the paper and all other impurities from the total recorded weight.
- (2) The Contractor shall state the net weight that is to be refunded in its invoice/credit note. This amount shall be considered to have been accepted as correct by the Customer, if the Customer does not lodge a complaint regarding the net weight determined by the Contractor within 14 days of receiving the invoice/credit note.
- (3) If the service to be provided by the Contractor consists solely of recycling film, then the silver content and the volume of silver shall be determined from the recovered silver sludge and the Customer's silver account credited with the payment agreed on. In such cases, the sum calculated for the recycling/recovery work is issued in a separate invoice. A complaint may be lodged regarding the volume of silver within 14 days of receiving this information.
- (4) The credit note for the silver can either be paid out in euros when it is billed – the amount being the purchase price on the day it is sold – or credited to an account set up by the Contractor and then paid out whenever requested.

### > 7 Prices & Terms of Payment

- (1) Unless otherwise regulated, the prices charged shall be the prices valid on the day the service is provided. They merely cover the services provided by the Contractor that are listed in the Contract. Additional or special services which are not covered by the Contract, services listed as a contingency item in the schedule of services, and the cost of services provided by third parties shall be invoiced separately if they are initiated by the Customer or are prescribed by law.
- (2) If a service is invoiced according to weight, then the weight invoiced shall be the weight determined by the calibrated weighing equipment operated by the Contractor or a subcontractor. The Customer shall not be entitled to lodge a complaint if the weights calculated by the weighing equipment deviate within the standard tolerance levels. This shall also apply if the weighing equipment is shown to have calculated an incorrect weight.
- (3) Prices quoted do not include VAT. Should the necessary conditions be satisfied, then billing shall be carried out according to the reverse charge mechanism. Should the principles governing transactions treated as an exchange (tauschähnliche Umsätze) apply to the contractual relationship or should a transaction be classified as taxable in terms of VAT at a later date, then the Customer shall cooperate as necessary to ensure that this is settled and accounted for (e.g. invoicing) in the correct manner, even after the contractual relationship has come to an end. Having been provided with proof, the Customer shall reimburse the Contractor any subsequent increase in VAT or decrease in input tax charged.
- (4) Unless otherwise agreed, invoice amounts are payable in full immediately on receipt without any deductions. In the case of delayed payment on the part of the Customer, then the Customer shall be liable to pay the relevant charges and the statutory rate of interest in force at that time on arrears. The Contractor expressly reserves the right to claim for further damages caused by delayed payment.
- (5) If payments are made by SEPA direct debit, then the Contractor has the right to send the Customer the pre-notification less than 14 days before the due date.
- (6) If the parties agree to use the credit note procedure, then the deliveries/services shall be settled based on the delivery note/proof of service rendered. This shall list the deliveries/services according to type and amount, net price, rate of VAT and amount of VAT for each delivery note/proof of service rendered as well as the total sum. The agreement to use credit notes can be terminated by either party

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observing a notice period of 6 weeks to the end of a month. If the recipient of the credit note disagrees with one or several of the credit notes issued or should some other action taken by the recipient of the credit note result in the issuer of the credit note no longer being able to deduct input tax as per the 'UStG' [German Value Added Tax Act], then the recipient of the credit note shall compensate the issuer of the credit note for any losses resulting from this. The recipient of the credit note must inform the issuer of the credit note of any changes to its VAT obligations immediately. The issuer of the credit note shall, at its request, be reimbursed any unduly paid amounts or shall offset these amounts against existing claims.

- (7) In the case of delayed payment, the Contractor has the right to discontinue the provision of its services 10 working days after the receipt of the second payment reminder.

### > 8 Price Adjustments

- (1) If the costs used to calculate prices – in particular wages and non-wage labour costs, energy costs, taxes, public charges, the relevant raw material price indices and the cost of services provided by third parties (e.g. waste disposal/recycling facilities) – change for continuous contractual obligations or for services that are to be provided for the first time 4 months after the conclusion of the Contract, then the Contractor has the right to adjust the Contract to take the new conditions into account.
- (2) Should, during the contractual term, additional costs be incurred due to amendments to statutory regulations, official requirements and/or fees and other charges, then the Contractor has – having provided proof of such increases – the right to demand that the conditions be amended accordingly to account for the cost increases from the point that such amendments come into force.
- (3) The Customer must be informed of such adjustments and an explanation must be given to him for the reasons behind said adjustments. Should a price adjustment carried out in accordance with Paragraphs 1 & 2 amount to an increase in costs of more than 10 % of the price agreed, then the Customer has the right to terminate the Contract by observing a notice period of 4 weeks to the end of a quarter.

### > 9 Liability

- (1) The Contractor shall be fully liable for damage resulting in loss in life, personal injury or physical harm which is caused by a breach of contract and involves wilful intent, gross negligence or malice. The Contractor shall not be liable for other damage caused by ordinary negligence unless such damage is the result of a breach of obligations and the fulfilment of the breached obligations is of particular importance to achieving the purpose of the Contract and which the Customer can expect to be carried out on a regular basis. In such a case, liability shall be restricted to foreseeable direct average damages according to the type of service provided that are typical for such a Contract. This shall also apply to representatives and agents.
- (2) As far as allowed by law, the Contractor shall not be liable for consequential damage, indirect damage or for a loss in profits.
- (3) The Customer shall be liable to the Contractor for the accuracy of the information it gives. The Customer shall reimburse the Contractor all additional costs that arise as a result of inaccurate data. Moreover, the Customer shall be liable to the Contractor for all damages caused by the Customer or its personnel as a result of breaching a contractual obligation and, if required, shall indemnify the Contractor against any third-party claims resulting from this.

### > 10 Assignment, Offsetting, Right of Retention

- (1) The Customer shall only have the right to assign its claims – either fully or partially – against the Contractor if prior approval has been given by the Contractor.
- (2) The Customer may only set off the Contractor's claims with a counterclaim, if the counterclaim of the Customer is deemed to be undisputable or has been adjudicated or is closely related to the Contractor's claim. The Customer is only authorised to exercise a right of retention if its counterclaim is based on the same contractual relationship.

### > 11 Term & Termination of Agreement

- (1) Unless otherwise agreed, the Contract shall be valid for a period of 2 years. It shall automatically be extended for a further year at a time, unless it is terminated in accordance with the 3-month notice period.

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- (2) The right of both contractual parties to terminate the Contract without notice for good cause remains unaffected by this. Good cause is in particular – if the Customer is insolvent or bankruptcy proceedings are initiated for its assets or such proceedings are rejected due to a lack of assets in accordance with Section 26 "InsO" (German Federal Insolvency Law) – if commercial credit insurance can no longer be taken out for the Customer – if a party is found to be in serious or repeated breach of its fundamental contractual obligations.
- (3) Notice of termination must be given in writing (e.g. by letter or email).

### > 12 Force Majeure

- (1) The obligation of the Contractor to perform the services agreed ceases if it is impossible for the Contractor to render the performance owed or it becomes significantly more difficult for him to do due to circumstances beyond his control (e.g. acts of God or other circumstances such as strikes, lock-outs or governmental actions).

### > 13 Final Provisions

- (1) Unless otherwise agreed on, any changes or additions to the Contract must be made in writing (e.g. by letter or email) for them to become effective.
- (2) Should one or several provisions of these General Terms & Conditions be or become null and void or unenforceable, then the remaining provisions shall continue in full force and effect. Both contractual parties acknowledge and agree to replace any provisions which are null and void or unenforceable immediately with provisions that shall reflect as closely as possible the intention of the invalid provisions. The same shall apply in the case of a gap in the contract.
- (3) As far as allowed by law, the place of jurisdiction shall be the place of business of the Contractor. There shall be no recourse to a Consumer Arbitration Board to settle a dispute.

## Part 2 – Data Protection Terms & Conditions

### > 14 Context of the Agreements, Subject Matter, Term of the Agreement

- (1) This Agreement covers the processing of data on behalf of the Customer. It finalises the Contract between the Customer and Contractor with regard to the minimum contractual contents that must be agreed on for the Contractor to take on the role of processor in line with Art. 28 GDPR. The parties shall conclude the following Agreement to ensure that the Contractor can perform its services as a processor by committing itself to the Customer as set out in Art. 28 Paragraph 3 Sentence 1 GDPR.
- (2) The Contractor shall perform processing activities on behalf of and as instructed by the Customer in accordance with the following stipulations. The Customer alone is responsible vis-à-vis data subjects and third parties for the legitimacy of the processing of personal data carried out on its behalf. The Contract regulates the acceptance and destruction of data storage devices in acc. with the DIN 66399:2012 Standard. The Contractor agrees and acknowledges to accept and destroy the data storage devices in a proper manner in line with the Customer's instructions.
- (3) The term of the Agreement shall be governed by the commercial arrangements agreed on between the two parties.

### > 15 Nature & Purpose of the Intended Processing, Types of Data, Group of Data Subjects

- (1) In essence, the material context of the processing activities covered by this Contract, i.e. the destruction and/or recycling of X-rays, involves the temporary storage, sorting (according to type of data storage device, paper/card and type of X-ray material) and subsequent destruction. The purpose of the processing of the personal data by the Contractor on behalf of the Customer lies in the destruction of the data and/or material recycling of the data storage devices. The processing activities agreed on in the Contract shall only be performed in a Member State of the European Union or in other countries that are signatories to the European Economic Area agreement. Processing in a third country shall require the prior consent of the Customer if the specific statutory requirements set out in Art. 44 et seq. GDPR have been fulfilled.

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- (2) The types of data entrusted for processing comprise X-rays. The categories of people affected by the processing comprise: doctors, patients of doctors and veterinary surgeons. The required level of security as set out in the DIN 66399-1 Standard corresponds with protection category 2.

### > 16 Technical & Organisational Measures

- (1) Given the kind of processing, the Contractor must, where possible, assist the controller with appropriate technical and organisational measures so that the controller is able to meet its obligations regarding requests from data subjects wishing to exercise their rights as set out in Chapter 3 of the GDPR.
- (2) The Contractor agrees and acknowledges to implement and maintain the technical and organisational measures agreed on (specifically those in the current DIN 66399-3 Standard, Tables 1, 4 & 5) in its area of responsibility.
- (3) The technical and organisational measures are subject to technological advances and further development. In this respect, the Contractor is permitted to implement alternative suitable measures. In such cases, the level of security of the alternative measures must not be lower than that of the measures agreed on when the Contract was concluded. Major adjustments must be documented. The Contractor may not unreasonably reject requests made by the Customer for changes to be made to the technical and organisational measures, if the Customer agrees to cover the costs incurred as a result of implementing this request.

### > 17 Rectification, Restriction & Erasure of Data

- (1) When processing data on behalf of the Customer, the Contractor may not rectify or erase data or restrict processing unless it has been given documented instructions by the Customer to do so. If a data subject contacts the Contractor directly regarding this matter, the Contractor shall pass on this request to the Customer without undue delay.
- (2) The Contractor shall ensure that the data deletion concept, right to be forgotten, rectification, data portability and right of access are carried out without undue delay in accordance with the documented instructions from the Customer, if this is included in the scope of services.
- (3) If the Contractor or any other person acting under the authority of the Contractor, who has access to personal data processed on behalf of the Customer, must process the data beyond the limits of the Contract and the instructions of the Customer to fulfil their own legal obligations, then the Contractor shall inform the Customer of these legal obligations before the processing takes place, unless that law prohibits such information on important grounds of public interest.

### > 18 Contractor's Obligations

- (1) Besides adhering to the regulations of this Contract, the Contractor must also meet the statutory obligations set out in Articles 28 to 33 GDPR; in this respect, the Contractor shall, in particular, guarantee that it shall meet the following provisions:
- (2) To appoint in writing a data protection officer who shall perform his or her duties in accordance with Articles 38 and 39 GDPR. The Contractor shall publish the data protection officer's contact details on its website and ensure that these details are always up to date and easy to access.
- (3) The Contractor shall ensure that the people employed to carry out the processing tasks have committed themselves to confidentiality and that they know the data protection requirements relevant to their work and are committed to confidentiality in accordance with Art. 203 StGB [German Federal Criminal Code] before they begin performing their tasks. The Contractor and any other person acting under the authority of the Contractor who has access to the personal data may only process this data in accordance with the Customer's instructions (including the powers accorded to them in this Agreement) unless they are obliged by law to process it otherwise.
- (4) On request, the Customer and the Contractor shall work together with the supervisory authorities to fulfil their tasks.
- (5) To inform the Customer immediately of any inspections or measures carried out by the supervisory authorities if they relate to this Contract. This shall also apply if the relevant supervisory authorities begin infringement or criminal proceedings and investigate the Contractor regarding the way it processes personal data on behalf of others.

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- (6) If the Customer faces an inspection by the supervisory authorities, infringement or criminal proceedings, liability claims from a data subject or a third party or any other claim relating to the processing activities at the Contractor, then the Contractor shall provide the Customer with support to the best of its ability.
- (7) Documentation of the technical and organisational measures implemented and making these available to the Customer as part of the Customer's right to monitor the Contractor as set out in Section 20.

### > 19 Use of Subcontractors

- (1) As a general rule, the Contractor is permitted to assign the contractual services to third parties. The Customer shall approve the assignment of services to the subcontractors listed in the respective offer. If and inasmuch as it is not possible, for practical reasons, to rule out that third parties may come into contact with the personal data that the Contractor is processing on behalf of the Customer, then the Contractor shall observe the following stipulations in this section when establishing agreements with subcontractors:
  - (2) The Contractor shall notify the Customer in good time if it intends to engage, make changes regarding the engagement of or replace such third parties i.e. other processors, so that the Customer has the option to raise an objection within ten working days after receiving the information. Both the notification and the objection must be made in writing (e.g. by letter or email) for them to become effective. Moreover, the Customer must give a reason if it raises an objection.
  - (3) If the Customer raises an objection within the time stipulated and if it gives a reason for this objection, then the Contractor shall refrain from engaging or replacing a third party. Otherwise it shall be assumed that the Customer has given its permission.
  - (4) The Contractor may delay the processing activities that it intends to assign to a third party for the length of the objection period in order to wait for the Customer's decision.
  - (5) The Contractor acknowledges and agrees to comply with the conditions set out in Art. 28 Paragraph 4 GDPR.

### > 20 Right of the Customer to Monitor the Contractor

- (1) The Customer has the right, having consulted with the Contractor, to carry out checks or, in individual cases, to commission an auditor to carry out such checks. The Customer has the right to carry out random inspections to make sure that the Contractor is fulfilling this Agreement at its place of business. As a general rule, such inspections must be announced in good time.
- (2) The Contractor shall ensure that the Customer is able to check that it is fulfilling its obligations in acc. with Art. 28 GDPR. The Contractor acknowledges and agrees to provide the Customer with the information it wishes to see and, in particular, to provide proof that it has implemented the technical and organisational measures.
- (3) Proof of measures that not only relate to the actual Contract can be provided by adherence to approved codes of conduct in acc. with Art. 40 GDPR, by certification issued as part of an approved certification mechanism in acc. with Art. 42 GDPR, by up-to-date attestations, reports or excerpts of reports from independent bodies (e.g. chartered accountants, auditors, data protection officers, IT security departments, data protection auditors, quality auditors) or by an appropriate certification issued by an IT security or data protection audit (e.g. in acc. with the 'Grundschutz' guidelines issued by the German Federal Office for Information Security).
- (4) This right to monitor the Customer may only be exercised by the Customer itself, by one of its employees or by an external auditor commissioned by the Customer at its own expense. It may only commission external auditors who are bound by law to maintain confidentiality as part of their profession. Moreover, it may only commission such professionals if the Customer provides the Contractor with proof before the inspection takes place that it has arranged with the respective professionals that the Contractor is covered by their duty of confidentiality and that this duty of confidentiality may not be nullified without the cooperation of the Contractor.

### > 21 Contractor's Obligation to Cooperate

- (1) The Contractor shall help the Customer meet the stipulations listed in Articles 32 to 36 GDPR regarding the protection of personal data, notification of data breaches, data protection impact assessments and prior consultations. These include among others



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- (a) handing over information available from the Contractor regarding the implementation of technical and organisational measures to secure an appropriate level of security, which takes the context and purposes of the processing and the predicted probability and severity of a possible breach caused by security gaps into account and enables the relevant breach incidents to be determined
  - (b) an obligation to notify the Customer immediately of a personal data breach
  - (c) an obligation to assist the Customer so it can meet its own obligation to provide data subjects with information and to provide the Customer with all relevant information regarding such cases without delay
  - (d) to support the Customer when it wishes to carry out a data protection impact assessment
  - (e) to support the Customer if prior consultations are carried out with the supervisory authorities.
- (2) The Contractor has the right to receive payment for providing support services if they are not included in the specification of services and are not required as a result of incorrect conduct on the part of the Contractor.

### > 22 Authority of the Customer to Issue Instructions

- (1) The Customer has full authority to issue instructions regarding the processing of personal data on its behalf. The Customer must issue instructions in writing (e.g. by letter or email).
- (2) In principle, the Contractor acknowledges and agrees to perform the processing activities as stipulated in the Contract. The Customer may, in individual cases, issue instructions to put these stipulations in more concrete terms.
- (3) The Contractor must notify the Customer without delay if it believes an instruction breaches data protection regulations. The Contractor has the right to suspend carrying out the corresponding instruction until it has been confirmed or changed by the Customer. The Customer shall issue such confirmation in writing (e.g. by letter or email).
- (4) If the Customer issues an instruction that constitutes a change or addition to the technical and organisational measures (cf. Section 16), then the Customer shall bear the costs of implementing the required measures.

### > 23 Erasure & Return of Personal Data

- (1) The data storage devices that have been handed over shall be destroyed in accordance with the stipulations of the Contract. The option of returning the data storage devices that have been handed over shall, therefore, not apply here.
- (2) Any data and documents that are needed to provide proof that data has been processed properly shall be stored by the Contractor for the length of the statutory retention period up to and beyond the end of the Contract and then deleted or destroyed in accordance with data protection law.

THESE GENERAL TERMS & CONDITIONS ARE ISSUED IN GERMAN AND ENGLISH. IN CASES OF DOUBT, THE GERMAN WORDING SHALL PREVAIL.