

**Privacy statement and declaration of consent  
to the processing of health information and personal data**

The EU General Data Protection Regulation obligates Fehling Instruments GmbH & Co. KG, Hanauer Landstr. 7A, 63791 Karlstein, Germany (phone: +49 (0) 61 88 - 95 74-0, fax: + 49 (0) 61 88 - 95 74-45), as the controller for the data processing, to indicate that we collect, store, use, and may transmit to third parties, data on your person and circumstances to the extent it is needed for the proper fulfillment of our contractual relationship, as well as for promotional purposes and offer preparation. In addition, our generally unlimited confidentiality continues to apply.

**Overview of the personal data and its deletion**

The following personal data of yours is primarily affected by our contractual relationship: last name, first name, address, contact information—such as any e-mail or telephone number—banking information, information in connection with the ordered performance, such as measurements, dimensions, drawings, plans, photographs, virtual representations and stipulated contract conditions. We collect, process or use personal data only for fulfillment of the contractual relationship, for promotional purposes and offer preparation. The data is deleted following the expiration of statutory retention obligations (usually ten years under the German Tax Code (Abgabenordnung – AO) and the German Commercial Code (Handelsgesetzbuch – HGB)) and following the expiration of periods for the assertion of claims for damages, especially under the German Product Liability Act (Produkthaftungsgesetz – ProdHaftG) and manufacturer's liability under the German Civil Code (Bürgerliches Gesetzbuch – BGB).

**Advertising und contradictory legal**

Storage of health information and personal data for promotional purposes and for the sending of offers can be objected to at any time, without stating reasons, through the contact information mentioned above.

**Unencrypted e-mail communication**

We assume no responsibility for the security of data and information transmitted with unencrypted e-mails. It is nevertheless possible to change this at any time with future effect if you request.

**Use of software solutions and external IT services**

Depending on the process, it can also happen that the data is transmitted to an external IT service provider that we have contracted with. If this occurs, these external service providers are consulted exclusively on the basis of a written data processing agreement which also subjects these external IT service providers to our confidentiality.

**Your rights under the EU General Data Processing Regulation**

Under the new EU General Data Processing Regulation, you have the following rights with respect to us concerning your personal data: Right to information, Right to correction or deletion (to the extent permitted by law), Right to restriction of processing, Right to object to the processing, Right to data portability, Right to lodge a complaint with a data protection supervisory authority (<https://www.lida.bayern.de>) concerning the processing of your personal data by us.

**Data protection officer**

Contact information of the controller's data protection officer: [datenschutz@fehling-instruments.de](mailto:datenschutz@fehling-instruments.de)  
Fehling Instruments GmbH & Co. KG, Data Protection Officer, Hanauer Landstr. 7A, 63791 Karlstein/Germany, Phone: +49 (0) 61 88 - 95 74-0, Fax: + 49 (0) 61 88 - 95 74-45

**Storage and transmission**



I agree that Fehling Instruments GmbH & Co. KG is allowed to transmit my stored personal data to contract partners even in third countries without guarantee and adequacy decision if this is necessary for the fulfilment of the contractual relationship (for example eyeglasses-pass-data for the production of surgical telescopes will be transmitted in the USA, transmission of contact data to sales representatives and distributors). The data included in your glasses pass are part of the contract. The Data will be deleted after expiry of the legal storage period (normally 10 years in accordance with AO and HGB) and expiry of the periods regarding enforcement of liability of damages (especially in accordance with ProdHaftG and manufacturer liability in accordance with BGB).

The undersigned acknowledges the data privacy information and consents to the processing of the data.

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Date, Name in block capitals, Signature