

SCHENCK USA CORP. Data Privacy Policy

SCHENCK USA CORP. complies with the EU-U.S. Data Privacy Framework (EU-U.S. DPF) and the UK Extension to the EU-U.S. DPF as set forth by the U.S. Department of Commerce. SCHENCK USA CORP. has certified to the U.S. Department of Commerce that it adheres to the EU-U.S. Data Privacy Framework Principles (EU-U.S. DPF Principles) with regard to the processing of personal data received from the European Union and the United Kingdom in reliance on the EU-U.S. DPF and the UK Extension to the EU-U.S. DPF. If there is any conflict between the terms in this privacy policy and the EU-U.S. DPF Principles, the Principles shall govern. To learn more about the Data Privacy Framework (DPF) program, and to view our certification, please visit <https://www.dataprivacyframework.gov/>.

A. DEFINITIONS

“**Data Subject**” means the individual to whom any given Personal Data covered by this DPF Policy refers.

“**Personal Data**” means any information relating to an individual residing in the European Union, European Economic Area, the United Kingdom (including Gibraltar), and Switzerland that can be used to identify that individual either on its own or in combination with other readily available data.

“**Sensitive Personal Data**” means Personal Data specifying medical or health conditions, racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, or information specifying the sex life of an individual.

B. SCOPE AND RESPONSIBILITIES

This DPF Policy covers the other following Schenck USA Corp. entities:

Schenck USA Corp. – Southfield, MI
DBA Test Devices – Hudson, MA
DBA Benz Tooling – Conover, NC

This DPF Policy applies to Personal Data transferred from member countries of the European Economic Area, the United Kingdom, to SCHENCK USA CORP. operations in the U.S. in reliance on the respective DPF and does not apply to Personal Data transferred under Standard Contractual Clauses or any approved derogation from the EU General Data Protection Regulation and the UK General Data Protection Regulation.

Personal Data is collected through our website inquiry forms. Collected personal data include first name, last name, company name, location data, phone number and email address.

We use the personal data to answer your inquiries, provide services, process your orders, and develop and manage our business relationship with you, your company, or your employer. This personal data can be forwarded to a third-party for marketing services. See Section 3 for more information.

Some types of Personal Data may be subject to other privacy-related requirements and policies. For example:

- Personal Data collected or processed through SCHENCK USA CORP. websites, web-based and mobile applications, or software are subject either to SCHENCK USA CORP.'s Privacy Statement or their own privacy policies as applicable.
- Personal Data regarding and/or received from a client is also subject to any specific agreement with, or notice to, the client, as well as additional applicable laws and professional standards.
- Only non-HR data is covered under this DPF Policy. HR data such as personal data regarding SCHENCK USA CORP.'s partners, principals, employees, directors, officers, interns, and individuals engaged with SCHENCK USA CORP. through a third party, including contractors and contingent workers (collectively, "Firm Personnel"), is subject to SCHENCK USA CORP.'s internal policy.

All employees of SCHENCK USA CORP. that have access in the U.S. to Personal Data covered by this DPF Policy are responsible for conducting themselves in accordance with this DPF Policy. Adherence by SCHENCK USA CORP. to this DPF Policy may be limited to the extent required to meet legal, regulatory, governmental, or national security obligations.

SCHENCK USA CORP. personnel responsible for engaging unaffiliated third parties are responsible for obtaining appropriate assurances that such third parties processing Personal Data subject to this DPF Policy have an obligation to conduct themselves in accordance with the applicable provisions of the EU-U.S. DPF and UK Principles, including any applicable contractual assurances required by the DPF.

C. COLLECTED INFORMATION

1. Information We Collect And Why:

We only collect information about you to provide our services, to communicate with you, or to make our services better. Some examples include:

- basic account information
- transaction and billing information
- communications with us

You can visit our website without giving any personal details. In some cases however, we do need information from you:

- for orders
- for inquiries
- if you get in contact with us

The Personal Data collected includes first name, last name, company name, location data, phone number and email address.

When visiting our website, we save certain information as standard (such as the IP address, time and duration, operating system, browse, pages viewed and the website from which you visit us). These data are used only for statistical purposes and for the optimization of our Internet site.

In addition, personal details are only saved if you give these voluntarily, such as in the case of product inquiries, helpdesk, other inquiries or forms on our website.

We process and use personal data for order processing, maintenance of customer relations and for our advertising. The data required for this purpose may be forwarded to service providers.

We use cookies, which enable us to process your inquiry as quickly and comprehensively as possible. Cookies also enable you to navigate conveniently through our product range. However, no data relevant to security is stored in the cookies.

2. How We Share Information

We do not sell our users' private personal information. We share information about you in the limited circumstances below:

- **Intercompany, Employees, and Independent Contractors**
We may disclose information about you to intercompany partners, our employees, and independent contractors that need to know the information to help provide our services or to process the information on our behalf. We require intercompany partners, our employees, and independent contractors to follow this Privacy Policy for personal information that we share with them.
- **Marketing third-party vendors**
Follow-up with customers to address website inquiries and further provide our services.
- **Legal Requests**
In certain situations, we may be required to disclose personal data in response to lawful requests by public authorities, including to meet national security or law enforcement requirements.

D. DATA PRIVACY FRAMEWORK PRINCIPLES

SCHENCK USA CORP. commits to applying the DPF's Principles to all Personal Data that SCHENCK USA CORP. in the U.S. receives from European Economic Area member countries and the United Kingdom in reliance on the respective DPF.

1. Notice

SCHENCK USA CORP. notifies Data Subjects about its data practices regarding Personal Data received by SCHENCK USA CORP. in the U.S. from member countries of the European Economic Area and United Kingdom in reliance on the respective DPF, including the types of Personal Data it collects about them, the purposes for which it collects and uses such Personal Data, the types of third parties to which it discloses such Personal Data and the purposes for which it does so, the rights of Data Subjects to access their Personal Data, the choices and means that SCHENCK USA CORP. offers for limiting its use and disclosure of such Personal Data, how SCHENCK USA CORP.'s obligations under the DPF are enforced, and how Data Subjects can contact SCHENCK USA CORP. with any inquiries or complaints.

2. Choice

In accordance with the DPF, SCHENCK USA CORP. limits the use and disclosure of Personal Data of Data Subjects and provides an opt-in choice for Sensitive Personal Data collected. If Personal Data covered by this DPF Policy is to be used for a new purpose that is materially different from that for which the Personal Data was originally collected or subsequently authorized or is to be disclosed to a non-agent third party, SCHENCK USA CORP. will provide Data Subjects with an opportunity to choose whether to have their Personal Data so used or disclosed.

SCHENCK USA CORP. will obtain affirmative consent (i.e., opt-in) from Data Subjects before any Sensitive Personal Data is disclosed to a third party. If Sensitive Personal Data covered by this DPF Policy is (i) disclosed to a third party, or (ii) used for a new purpose that is different from that for which the Personal Data was originally collected or subsequently authorized, SCHENCK USA CORP. will obtain the Data Subject's affirmative express consent (i.e., opt in) prior to such use or disclosure.

To opt out of such uses or disclosures of Personal Data or Sensitive Personal Data, Data Subjects may contact SCHENCK USA CORP. by either submitting a Data Privacy Request webform or e-mailing data.privacy@schenck-usa.com.

3. Accountability for Onward Transfer

Types of third parties are limited to Marketing outreach following an inquiry.

In the event we transfer Personal Data covered by this DPF Policy to a third party acting as a controller, we will do so consistent with any notice provided to Data Subjects, any consent they have given, and only if the third party has given us contractual assurances that it will (i) process the Personal Data for limited and specified purposes consistent with any consent provided by the Data Subjects, (ii) provide at least the same level of protection as is required by the DPF Principles and notify us if it makes a determination that it cannot do so; and (iii) cease processing of the Personal Data or take other reasonable and appropriate steps to remediate if it makes such a determination.

If SCHENCK USA CORP. has knowledge that a third party acting as a controller is processing Personal Data covered by this DPF Policy in a way that is contrary to the DPF Principles, SCHENCK USA CORP. will take reasonable steps to prevent or stop such processing.

With respect to our agents, including third parties acting on our behalf, we will transfer only the Personal Data covered by this DPF Policy needed for an agent to deliver to SCHENCK USA CORP. the requested product or service. Furthermore, we will (i) permit the agent to process such Personal Data only for limited and specified purposes; (ii) require the agent to provide at least the same level of privacy protection as is required by the DPF Principles; (iii) take reasonable and appropriate steps to ensure that the agent effectively processes the Personal Data transferred in a manner consistent with SCHENCK USA CORP.'s obligations under the DPF Principles; and (iv) require the agent to notify SCHENCK USA CORP. if it makes a determination that it can no longer meet its obligation to provide the same level of protection as is required by the DPF Principles. Upon receiving notice from an agent that it can no longer meet its obligation to provide the same level of protection as is required by the DPF Principles, we will take reasonable and appropriate steps to stop and remediate unauthorized processing.

SCHENCK USA CORP. remains liable under the DPF Principles if an agent processes Personal Data covered by this DPF Policy in a manner inconsistent with the DPF Principles, except where SCHENCK USA CORP. is not responsible for the event giving rise to the damage.

4. Security

SCHENCK USA CORP. takes reasonable and appropriate measures to protect Personal Data covered by this DPF Policy from loss, misuse, and unauthorized access, disclosure, alteration, and destruction, taking into account the risks involved in the processing and the nature of the Personal Data.

You may not copy the contents of the website or the basic software code, amend, distribute or use or duplicate them in any way, either in whole or in part, without the prior written permission of SCHENCK CORP.

You may not copy the contents of the website or the basic software code, amend, distribute or use or duplicate them in any way, either in whole or in part, without the prior written permission of SCHENCK CORP.

All online services of the website are provided exclusively for the purpose of enabling you to check the availability of goods or services. You may use the website only in accordance with these usage conditions and the legally permissible purposes described above. In particular, you declare that you agree to the following:

- You may not use the website in such a way that proprietary rights of other persons may be infringed.
- You may not use any devices or software from which data infected with viruses or similar may be loaded, which may interfere with the functionality of the website.
- You may not do anything which could place an unreasonable or excessive load on the website structure.
- You may not block, overwrite or modify any contents created by us, or interfere with the website in any other way.
- You may not reproduce data from the website for commercial purposes. In particular, you may not copy, distribute, use or duplicate the contents contained on the website in any way with the aid of "robots", other search-engine technologies or other automatic mechanisms.
- You may not acquire or attempt to acquire unauthorized access to any of our networks, by whatever means.

In addition to our claims based on the law or other regulations, we reserve the right to cancel your inquiries without notification to you and/or deny you access to the website, if you have violated these usage conditions.

We reserve the right to make improvements or changes with regard to the information, the products and the other content of the website at any time and without notification.

This website may contain links or references to other websites which are not operated by us. Unless specified otherwise, we do not support any of these other websites and hereby expressly

distance ourselves from all contents of such sites. This declaration applies to all links contained in our website to other external sites, and to all contents of these sites to which these links lead.

We reserve the right to make the connection to other websites subject to our written approval, and to withdraw our agreement to a link at any time.

We accept no liability for the actuality, correctness, completeness or quality of the information provided on third parties (e.g. co-operation partners). Liability claims against us based on material or immaterial damages caused by the use or non-use of the information offered are excluded, unless it can be demonstrated that we have acted with deliberate or gross negligence.

When you visit our website, our web servers save the IP address of your Internet service-provider, the website from which you are visiting us, the websites which you visit with us, and the date and duration of the visit. In the event of contravention of these usage conditions, we reserve the right to use the saved IP address for the pursuance of claims and the identification of offenses.

5. Data Integrity and Purpose Limitation

SCHENCK USA CORP. limits the collection of Personal Data to information that is relevant for the purposes of processing. SCHENCK USA CORP. does not process such Personal Data in a way that is incompatible with the purposes for which it has been collected or subsequently authorized by the Data Subject.

SCHENCK USA CORP. takes reasonable steps to ensure that such Personal Data is reliable for its intended use, accurate, complete, and current. SCHENCK USA CORP. takes reasonable and appropriate measures to comply with the requirement under the DPF to retain Personal Data in identifiable form only for as long as it serves a purpose of processing. Specifically, Personal Data will be retained in accordance with our business purposes and our obligations to comply with legal requirements and professional standards, unless a longer retention period is otherwise permitted by law and its retention adheres to the DPF Principles.

If you enter into a contractual relationship with SCHENCK USA CORP. (e.g. if you place an order for our goods and services or if we award a contract to your company) or if a contractual relationship with you is planned or if we make contact with or provide information to companies or if we carry out customer satisfaction studies or product surveys, we collect the following information:

- Master data (e.g. title, first name, last name, gender)
- (Publicly available) data about your company/employer
- Communication data (e.g. business telephone number (landline and/or cell phone), valid email address, business mailing address)
- Survey data (comments and evaluations provided by the customer) and log data (time stamp showing when the customer responded to the survey)
- Data provided during the use of a training portal, e.g. participation details, evaluations, test results, and comments

The data is collected:

- to be able to identify you or your company/your employer as our customer/potential customer for our services/supplier
- to fulfill statutory obligations (for example, concerning supply chain transparency or combating corruption or terrorism)
- to enter into a contractual relationship with you/your company/your employer
- to fulfill the contract subsequently entered into with you/your company/your employer
- to correspond with you for the purpose of entering into or fulfilling a contract
- to issue invoices if a contractual relationship involving payment is entered into
- to improve our customer service, services, and products
- for marketing and advertising purposes
- for the purposes of our legitimate interests

6. Access

Data Subjects whose Personal Data is covered by this DPF Policy have the right to access such Personal Data and to correct, amend, or delete such Personal Data if it is inaccurate or has been processed in violation of the DPF Principles (except when the burden or expense of providing access, correction, amendment, or deletion would be disproportionate to the risks to the Data Subject's privacy, or where the rights of persons other than the Data Subject would be violated). SCHENCK USA CORP. will make reasonable and practical efforts to comply with your request, so long as our doing so would be consistent with applicable law, SCHENCK USA CORP.'s contractual requirements, and/or the professional standards applicable to SCHENCK USA CORP.. To make a data access request, Data Subjects may contact SCHENCK USA CORP. by either submitting a Data Privacy Request webform or e-mailing data.privacy@schenck-usa.com.

7. Recourse, Enforcement and Liability

The Federal Trade Commission has jurisdiction over SCHENCK USA CORP.'s compliance with the EU-U.S. DPF and the UK Extension to the EU-U.S. DPF. In compliance with the DPF Principles, SCHENCK USA CORP. commits to resolve DPF Principles-related complaints about our collection or use of your Personal Data. Data Subjects with inquiries or complaints regarding our handling of Personal Data received in reliance on the DPF should first contact SCHENCK USA CORP. by either submitting a Data Privacy Request webform or e-mailing data.privacy@schenck-usa.com.

In compliance with the EU-U.S. DPF and the UK Extension to the EU-U.S. DPF, SCHENCK USA CORP. commits to refer unresolved complaints concerning our handling of Personal Data received in reliance on the EU-U.S. DPF and the UK Extension to the EU-U.S. DPF to the BBB NATIONAL PROGRAMS, an independent, alternative dispute resolution provider based in the U.S. If you do not receive timely acknowledgment of your DPF Principles-related complaint from us, or if we have not addressed your DPF Principles-related complaint to your satisfaction, please visit www.bbbprograms.org/dpf-complaints for more information or to file a complaint. The services of BBB NATIONAL PROGRAMS are provided at no cost to you.

If your DPF complaint cannot be resolved through the above channels, under certain conditions, you may be able to invoke binding arbitration for some residual claims not resolved by other redress mechanisms. See <https://www.dataprivacyframework.gov/s/article/ANNEX-I-introduction-dpf> for further information.

SCHENCK USA CORP. agrees to periodically review and verify its compliance with the DPF Principles, and to remedy any issues arising out of failure to comply with the DPF Principles. SCHENCK USA CORP. acknowledges that its failure to provide an annual self-certification to the U.S. Department of Commerce will remove it from the Department's list of DPF participants.

D. CHANGES TO THIS DATA PRIVACY FRAMEWORK POLICY

This DPF Policy may be amended from time to time consistent with the requirements of the DPF. When we make changes to this DPF Policy, a new DPF Policy will be release with an updated date and signature. We encourage you to periodically review this DPF Policy to be aware of updates to our practices.

E. QUESTIONS AND COMMENTS

SCHENCK USA CORP. is committed to protecting the privacy of your Personal Data. If you have any questions or comments about this DPF Policy, please contact us by e-mailing data.privacy@schenck-usa.com.



Hannes Volz
President and CEO



Date