

General data protection declaration for our business partners

When doing business with you, it is necessary to process personal data. Personal data is all kinds of information referring to natural persons directly or indirectly (e.g. names or addresses).

Protecting the personal data of our business partners (e.g. clients and suppliers) is very important to DUO PLAST competence & trading GmbH, Breitwiesergutstraße 50, 4020 Linz ("dpct"). We are obliged to protect your data, which we take seriously and which we also expect from our business partners. In the following document you will find a summary of how we process the personal data of our business partners:

I. Data categories, purpose of processing and legal basis

When working with our business partners, dpct processes personal data for the following purposes:

1. communication with business partners about products, services and projects (e.g. to answer queries of business partners)
2. for the purpose of initiating, processing and administrating (contractual) business relations as well as cultivating business relations between dpct and their business partners (e.g. to order products and services, to authorize payment; for accounting, settlement, collection of claims and delivery, maintenance and repair work)
3. customer surveys, marketing campaigns, market analyses, prize games, competitions and other similar activities and events
4. maintenance and protection of the safety of our products and services as well as our website; for the purpose of preventing and revealing security risks, fraudulent actions and other criminal actions done with malice.
5. compliance with legal requirements (e.g. the obligation to preserve records in terms of tax and commercial law)
6. legal dispute settlement; for the purpose of carrying out existing contracts as well as claiming, exercising and defending legal rights

For the purposes mentioned above dpct processes the following personal data:

1. professional contact details like name, contact address, telephone number or e-mail address
2. payment information, i.e. all details necessary for processing payment transactions or fraud preventions including credit card numbers and card verification codes
3. data from public sources, databases or credit agencies
4. any other personal data which are necessary for initiating, processing and administrating (legal) business relations or which have been provided by our business partners themselves on a voluntary basis like orders, order details, enquiries or project details, correspondence or any other data concerning our cooperation

Processing the personal data is necessary for achieving the purposes mentioned above as well as for fulfilling the contractual relationship and the pre-contractual activities with our business partner. Data processing is based on Art. 6 para. 1 no. a (consent) or Art. 6 para. 1 no. b and f (legitimate interest) of the GDPR (EU General Data Protection Regulation):

1. processing is required for the purpose of fulfilling a contract (of the contracting party) or performing pre-contractual measures
2. processing is required for the purpose of safeguarding the interest of the person responsible or a third party

If the personal data as mentioned above is not provided at all or is not provided to the extent necessary or if dpct cannot collect the data, the various services described above may not be provided or the submitted queries may not be dealt with. Please note that in this case it cannot be considered as a non-performance of our contractual obligations.

II. Transmitting and disclosure of personal data

If necessary dpct only transports data in line with statutory regulations to other dpct or DUO PLAST affiliates (www.duoplast.ag/company/locations) or courts, authorities, law firms or other business partners (like for example shipping or logistics partners for processing orders).

dpct hires data processing companies (service contractors) to process personal data (e.g. as part of an IT support contract). These processors are contractually obligated to comply with data protection regulations. The recipients mentioned in no. II may be located in countries outside the European Union ("third countries"), which do not comply with the same level of data protection. However, personal data will only be passed on in line with legal requirements if there is an adequacy decision of the European Commission for the third country, in which sufficient guarantees have been agreed on with the recipient (e.g. a EU contract with standard terms) was concluded, the recipient participates in an approved certification system (e.g. EU-US Privacy Shield), obligatory internal data protection legislation based on Art. 49 GDPR (e.g. when you agreed expressly to the proposed data transmission after you had been informed about the existing and possible risks of data transmission without the presence of an adequacy decision or without any adequate guarantees). Further information or a copy of these measures can be obtained from the contact stated in no. VII.

III. Retention period

If no explicit storage period is specified at the time the data is collected (e.g. as part of a declaration of consent), your personal data will be deleted if no longer required for fulfilling the storage purpose and if there are no legal storage obligations (e.g. storage obligation under commercial and tax law) or if the data must not be deleted in its entirety for legal reasons.

IV. Your right to access, rectification, erasure or restrictions

Right to object, right to data portability as well as revocation of the validity of any approvals granted

1. according to Art. 15 of the GDPR you shall have the right to obtain confirmation as to whether or not personal data are being processed, and, where that is the case, right to information concerning your personal data
2. according to Art. 16 of the GDPR you shall have the right to obtain rectification of inaccurate personal data concerning you. You shall also have the right to have incomplete personal data completed
3. according to Art. 17 of the GDPR you shall have the right to erasure of personal data concerning you
4. according to Art. 18 of the GDPR you shall have the right to restriction of processing
5. according to Art. 20 of the GDPR you shall have the right to data portability
6. according to Art. 21 of the GDPR you shall have the right to object processing of personal data
7. finally, you shall have the opportunity to lodge a complaint to the Supervisory Authority

If your personal data is processed on the basis for your consent, you have the right to revoke your consent at any time without affecting the legality of the processing carried out on the basis for your consent up to the point of revocation.

To deal with your requests efficiently, we would ask you to contact dpct at presse@dpct.eu. Please note that we always need some proof of your identity, for which we ask you to forward a copy of your ID.

V. Protection of your personal data

We take the security of your personal data very seriously. The following measures are taken to protect your personal data against misuse and loss as well as unauthorized access, amendments or disclosure:

1. Limitation of access to our facilities (access control).
2. Implementation of access permission and protection of storage medium (user access control and disclosure of information control).
3. Use of network security measures (e.g. anti-virus software, firewall, security updates, etc. (network controls).

We impose our approach to security upon our processors, whose services we use. They are obliged to comply with equal or the same kind of security measures.

VI. Limitation of liability

1. Our liability for breach of contractual duties and to torts shall be limited to wilful intent or gross negligence. This shall not apply to liability for injuries of life, body and health caused to purchaser and claims resulting from a breach in essential contractual duties. In this respect we are liable for any degree of fault.
2. We shall only be responsible for foreseeable damage. Damage claims shall only exist if there is still damage after other legal remedies have been exhausted.
3. Exclusion from liability as per paragraph 1 shall also apply to slightly negligent breaches of duties on the part of our vicarious agents.
4. If there is a liability for damages, which is not based on injuries of life, body or health caused by the purchaser or which is not excluded for slight negligence, these claims expire within one year beginning with the emergence of the claim or from delivery of the article(s) if there are liabilities due to a defect.
5. Should our liability for damages be excluded or limited, this shall apply to the same extent with regard to the personal liability for damages borne by our workers, employees, associates, representatives and vicarious agents.
6. There is no liability for breach of contract caused by circumstances which are beyond our control such as industrial disputes, operational disruption which we were unable to prevent in spite of exercising reasonable care in the circumstances of the case, unavailability of resources, riots, regulatory actions, disruptions to energy supply, lack of necessary transport capacity or other unavoidable incidents.

VII. Contact

You can contact dpct at presse@duoplast.at for any questions regarding data protection and the assertion of your aforementioned rights.

This privacy policy will be amended periodically. The date of the last update can be found in the footer of this document.