KPCENT Module

(certified disposal)

for Service Contract No.:

1 Object of the Agreement

This Agreement is part of the K&P Service Agreement and contains particular conditions relevant to the deletion of data in compliance with the provisions taken from the Federal Data Protection Act (Bundesdatenschutzgesetz, BDSG). At the customer's request K&P Computer will perform the services described in this Service Agreement which serve the deletion of data from the hard drives of the relevant machines which are named in the Service certificate and for which the customer has paid the agreed remuneration. This service may also be carried out for defective hard drives which must then be replaced with new replacement parts.

2 Deletion of data on hard drives

In this process the stored data is irreversibly effaced. In addition, the data on the data medium is erased by multiple overwriting at the business premises of K&P Computer by staff trained in data protection. The data media shall then pass into the ownership of K&P Computer.

In the case of hard drives for which it is technically impossible to delete data by way of overwriting, the data will be deleted by passing the hard drive in a shredder, thus deforming and breaking it apart. This process will be carried out on the business premises of K&P Computer by K&P personal who are trained in data protection. At the very least, the requirements of DIN 66399, Security level 4 (H-4) will be adhered to throughout this process. Following this process the data storage medium will be recycled.

In the case of a hard drive with safeguard or Lenovo ASP or under manufacturer's guarantee, for which it is technically impossible to delete data by way of overwriting, the data storage medium will be passed through a de-magnetising device. This will serve to delete data. This process will be carried out on the business premises of K&P Computer by K&P personal who are trained in data protection. Following this process the data storage medium will then be exchanged by K&P Computer with the manufacturer for an equivalent replacement part, as agreed in the product guarantee.

If the customer receives a hard drive from K&P Computer and exchanges this himself then K&P Computer will organise for the defective hard drive to be collected within an appropriate time period. In the meantime the customer is responsible for ensuring that the data storage medium is securely stored.

3 Certification

The customer will receive certification confirming that data has been successfully deleted

4 Liability

K&P Computer shall be liable vis-à-vis the customer for loss during the loading, transport or storage of the accepted data media according to the requirements defined in this Module as well as the definitions in the General Terms and Conditions of Business. The liability shall begin with the acceptance of the data media by K&P Computer. Liability claims arising from this Module shall become statute-barred within one year after they come into being, unless shorter statutory limitation periods apply.

5 Obligations of the Customer

The customer alone shall be responsible for the lawfulness of the transfer of the data media to K&P Computer and the lawfulness of the deletion and/or destruction of the data media. The customer confirms vis-à-vis K&P Computer that it is the owner of the data and the data media or has been authorised by the owner of the data and the data media to delete and/or destroy the data and/or data media. In this context, K&P Computer accepts no liability if data ought not to have been deleted due to retention periods stipulated by contract, by law or by articles of association, or for other reasons.

6 Term of the Agreement and termination

The General Terms and Conditions of Business shall apply.