



Town of Cortland

Agenda Request

(SUBMIT FORM TO THE TOWN CLERK NO LATER THAN ONE WEEK BEFORE THE SCHEDULED MEETING)

ALL REQUESTS ARE SUBJECT TO THE APPROVAL OF THE MAYOR

☐ RESOLUTION ☐ ORDINANCE ☐ INFORMATION ☒ OTHER

DATE PREPARED: 6-21-2023

FOR MEETING ON: 6-26-2023

DESCRIPTION/TITLE:

Approve the purchase of the Vermeer chipper from Vermeer-Midwest for \$25,500

REQUIRED ACTION:

Approve the purchase of the Vermeer chipper from Vermeer-Midwest for \$25,500

STAFF/COMMITTEE RECOMMENDATION:

Approve the purchase of the chipper from Vermeer-Midwest for \$25,000. This purchase was in the approved FY 2024 budget Cap Outlay 01-6100-812. \$40,000 was budgeted for this item.

STATEMENT OF CONCERN/SUMMARY:

AGENDA PLACEMENT:

☐ BOARD REVIEW OF PENDING BUSINESS ☒ NEW BUSINESS ☐ CONCERNS ☐ STAFF REPORTS
☐ COMMITTEE OF THE WHOLE ☐ PRESIDENT'S REPORT ☐ CONSENT AGENDA ☐ UNFINISHED BUSINESS
☐ PUBLIC HEARING

Prepared by: Joel Summerhill

Approved by:

Date June 21, 2023

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2801 Beverly Drive
Aurora, IL 60502
630-820-3030
www.vermeermidwest.com

CONSUMER RETAIL PURCHASE ORDER AND SECURITY AGREEMENT

6/19/2023

Reference #: Q-16890-2

PO #:

Bill To:
Town of Cortland
Joel Summerhill
59 South Somonauk Road
Cortland, IL 60112
815-756-9684

Ship To:
Town of Cortland
Joel Summerhill
59 South Somonauk Road
Cortland, IL 60112
815-756-9684

| | | |
|----------|--|--------------------|
| 1 | Used 2017 Vermeer BC1800XL, 3926 hours, SN# 1VRY151Z1H1006311 | \$38,000.00 |
|----------|--|--------------------|

Cummins 130HP DSL, No Winch

| | | |
|----------|--|--------------------|
| 1 | Used 2001 Vermeer Trade In E900, 800 hours, SN# 1VRW232R211000143 | \$-5,000.00 |
|----------|--|--------------------|

| | |
|----------------------|--------------------|
| Rental Credit | \$-7,500.00 |
|----------------------|--------------------|

| | |
|------------------------|--------------------|
| Untaxed Machine | \$38,000.00 |
| Trade | \$-5,000.00 |
| Rental Credit | \$-7,500.00 |
| Grand Total | \$25,500.00 |

| | |
|------------------|--------------------|
| Total Due | \$25,500.00 |
|------------------|--------------------|

Note: Buyer certifies all Trade-Ins are free of encumbrances

Notice

Any holder of this consumer credit contract is subject to all claims and defenses which the debtor could assert against the seller of goods or services obtained pursuant hereto or with the proceeds thereof. Recovery hereunder by the debtor shall not exceed amounts paid by the debtor hereunder.

Until the seller is paid in full for said equipment, buyer shall obtain insurance naming seller as "additional insured" covering all risk of loss, theft or damage on equipment and in the event of any such loss, the proceeds of said insurance shall be paid to and assigned to seller. The buyer shall immediately deliver to the seller, a certificate of insurance indicating the same.

Applicable items denoted below:

- Sold used as-is

All warranty repairs made under this agreement must be made in dealer's shop and buyer is responsible for hauling equipment for repair. All warranty parts must be returned within 30 days. No warranty is given by the dealer for tires, batteries or accessories, and the buyer is fully responsible for repairs necessitated by accident, misuse or negligence. This warranty is not transferable.

In the event the equipment described herein is unavailable for any reason beyond the seller's control, the seller shall not be liable for any damages caused to the buyer.

Initials: _____

Quote #:Q-16890

If any sales, use, excise or other tax is not stated correctly herein or is changed by an applicable government authority and effective to this purchase, the amount due hereunder shall be adjusted accordingly.

The equipment purchased herein is hereby pledged to seller as security until the entire purchase has been paid, buyer authorizes seller to file a U.C.C.-1

Financing Statement against the buyer for said equipment, until paid in full.

The parties agree that this is the entire agreement and that no oral representation or agreement has been made which would modify this agreement or be a condition precedent or subsequent to the enforcement of this agreement and that this agreement may not be modified except by a writing signed by each of the parties.

I hereby agree

to the conditions of this order, expressed in the foregoing, constituting a purchase order contract. I hereby certify that I am 21 years of age or older and acknowledge receipt of a copy of this order. In order to secure buyer's obligations under this agreement and any extension, renewal or modification thereof, buyer hereby grants to dealer a security interest in all of the goods described herein, and all accessions and additions thereto and all proceeds thereof.

Notice to the buyer:

Do not sign this contract before you read it or if it contains blank spaces. You are entitled to a copy of the contract you sign. You have the right to pay in advance the unpaid balance of this contract.

Buyer's signature: _____ Date: _____

By signing this agreement the buyer agrees to above provisions

Salesman signature: _____ Date: _____

Initials: _____

Quote #:Q-16890



2801 Beverly Drive
Aurora, IL 60502
630-820-3030
www.vermeermidwest.com

MERCHANDISE DELIVERY ACKNOWLEDGMENT

6/19/2023

Reference #: Q-16890-2

PO #:

Bill To:
Town of Cortland
Joel Summerhill
59 South Somonauk Road
Cortland, IL 60112
United States

Ship To:
Town of Cortland
Joel Summerhill
59 South Somonauk Road
Cortland, IL 60112
United States

1 Vermeer BC1800XL Used 2017 1VRY151Z1H1006311

I have examined this merchandise and upon delivery it is in operating order, all original power shields, guards, safety decals and roll-over protection equipment (ROPS) are in place and operational; and operating manuals were provided to the customer with the following exceptions:

Manuals, Safety Devices and ROPS Missing:
None Missing

Buyer verifies: (a) the quantities described in the accompanying delivery ticket are the quantities delivered and
(b) there are no visible defects.

Unless the buyer gives seller written notice by certified mail, return receipt, requested within three (3) days of delivery, the buyer waives any claim it may have against seller for any determinable deficiency or defect in said delivery of equipment.

The customer was instructed in proper operating procedures and advised of missing safety devices and/or ROPS

Dealer signature: _____ Date: _____ Phone Number: _____

The selling dealer hereby disclaims all express warranties other than those offered by the manufacturer, or on page one of this agreement. Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits or income or any other incidental damages.

Customer Certification

I have read this delivery acknowledgement and understand its provisions, including the warranty disclaimers. I have received instruction on safety equipment and features and on the proper operation of the merchandise. Furthermore, I acknowledge the safety device(s) or ROPS that are missing and I accept the merchandise without the noted ROPS and safety devices and waive any claim(s) against you (the dealer) and additionally agree to indemnify and hold you (the dealer) harmless for any claims, injuries or liabilities arising out of safety devices or ROPS not being in place on the above-referenced merchandise, whether resulting from my use or the use of any agent, servant or employee.

Customer signature: _____ Date: _____

Email Address: water-sewer@cortlandil.org

Town of Cortland
59 South Somonauk Road
Cortland, IL 60112

Initials: _____

Quote #:Q-16890

Industrial Equipment Registration

Thank you for choosing Vermeer. To validate warranty coverage, if applicable, **OR** to register a change of ownership, this Registration must be completely filled out (in English), signed and returned **within 10 days of the Delivery Date**. This Registration will not be accepted if incomplete or falsified in any way.

Submit signed document to Vermeer Corporation, Attn: Customer Data Center via:

- (1) attach scanned file to iWarranty Product Registration record; or (2) scan and email to: customerdata@vermeer.com;
or (3) facsimile to: 641-621-7739; or (4) mail to PO Box 200, Pella IA 50219 USA.

For Used Equipment purchase, # check if Replacement Manuals are required

| Product Information | | | | | |
|-----------------------------|---------------------|--------------------------|----|-----------------------------------|----------------------------|
| 1 | Model: | BC1800XL | 2 | VIN: | 1VRY151Z1H1006311 |
| 3 | Make: | Vermeer | 4 | Meter Hours: | 3926 |
| Product Attachments | | | | | |
| 5 | Attachment Model: | | 6 | Attachment VIN: | |
| 7 | Attachment Model: | | 8 | Attachment VIN: | |
| 9 | Attachment Model: | | 10 | Attachment VIN: | |
| 11 | Attachment Model: | | 12 | Attachment VIN: | |
| 13 | Attachment Model: | | 14 | Attachment VIN: | |
| 15 | Attachment Model: | | 16 | Attachment VIN: | |
| Trade In | | | | | |
| 17 | Model: | E900 | 18 | VIN: | 1VRW232R211000143 |
| 19 | Model: | | 20 | VIN: | |
| Delivery | | | | | |
| 21 | Sale Type: | | 22 | Retail Sale Date: | |
| 23 | Delivery Date: | | 24 | First Used Date: | |
| 25 | Market Segment: | | | | |
| Owner Information | | | | | |
| 26 | Company Name: | Town of Cortland | 27 | Address 1: | 59 South Somonauk Road |
| 28 | Address 2: | | 29 | Address 3: | |
| 30 | City: | Cortland | 31 | State/Province: | IL |
| 32 | Postal Code: | 60112 | 33 | County/Region: | |
| 34 | Country: | United States | 35 | Company Phone: | |
| 36 | Company Fax: | | 37 | Toll Free Number: | |
| 38 | Parent Company #: | | 39 | Parent Company Name: | |
| 40 | Global Account #: | | 41 | National Store #: | |
| 42 | Are you a business? | | 43 | If yes, Company Identification #: | |
| | | | 44 | If no, Are you age 18 or above? | |
| Primary Contact Information | | | | | |
| 45 | First Name: | Joel | 46 | Last Name: | Summerhill |
| 47 | Title: | Director of Public Works | | | |
| 48 | Contact Phone: | 815-756-9684 | 49 | Alt. Contact Phone: | |
| 50 | Contact Fax: | | 51 | Contact Email: | water-sewer@cortlandil.org |

I, the CUSTOMER/OWNER, hereby acknowledge that:

- I have received the Operator's Manual. I, or my designated operator(s), will read it before operating the machine.
- I have read and understand the safety decals on the machine.
- The dealer adequately explained safety and operation of the machine.
- If applicable, I am aware that this machine is equipped with telematics including GPS tracking equipment, which Vermeer uses to collect data about the machine's performance, features and location. I hereby consent to the use of such equipment in this machine and to Vermeer's and its dealers' use and access to such information as described in Vermeer's privacy policy located at <http://www2.vermeer.com/vermeer/NA/en/N/privacy>. I understand I may opt-out of the telematics service at any time by visiting insite.vermeer.com.
- I acknowledge I have received the Notice of Personal Information Processing.

| | | | | | |
|----|-----------------------------------|-----------------|----|------------------|--------------------------|
| 52 | Owner Representative's Signature: | X | 53 | Date: (MMDDYYYY) | |
| 54 | Print Name: | Joel Summerhill | 55 | Title: | Director of Public Works |

I, the DEALER, acknowledge that:

- I have provided the owner with the Operator's Manual and have instructed the customer/owner concerning safety, proper operation, and the Limited Warranty of the machine.
- I have examined the machine according to the Receiving and Delivery Report contained in the Operator's Manual and, having made all necessary preparations, find the machine ready for customer field use.
- If applicable, I have informed the owner that this machine is equipped with telematics including GPS tracking equipment, which Vermeer uses to collect data about the machine's performance, features and location. I have informed the owner he/she/they may opt-out of the telematics service at any time by visiting insite.vermeer.com.

| | | | | | |
|----|------------------------------------|----------------|----|--------------------|-------|
| 56 | Dealer Representative's Signature: | X | 57 | Date: (MMDDYYYY) | |
| 58 | Print Name: | Lucas Petrocci | 59 | Title: | |
| 60 | Dealer Account #: | 632 | 61 | Dealer Location #: | 63200 |
| 62 | Salesperson Name: | Lucas Petrocci | | | |

(1) Obtain Owner and Dealer signatures. (2) Make two or three copies. (3) Provide copy 1 to owner, retain copy 2 in dealer's file, copy 3 – if not scanned, submit to Vermeer Corp by mail.

EN
FM-NP-0040

Date Effective: 11/01/2004

Date Revised: 07/17/2018

Initials: _____

Quote #:Q-16890

EFFECTIVE AUGUST 1, 2018**VERMEER NEW INDUSTRIAL EQUIPMENT LIMITED WARRANTY****12 Months / 1000 Hours**

Vermeer Corporation (hereinafter "Vermeer") warrants each new Industrial product of Vermeer's manufacture to be free from defects in material and workmanship, under normal use and service for one (1) full year after initial purchase/retail sale or 1000 operating hours, whichever occurs first. This Limited Warranty shall apply only to complete machines of Vermeer's manufacture, parts are covered by a separate Limited Warranty. **EQUIPMENT AND ACCESSORIES NOT OF VERMEER'S MANUFACTURE ARE WARRANTED ONLY TO THE EXTENT OF THE ORIGINAL MANUFACTURER'S WARRANTY AND SUBJECT TO THEIR ALLOWANCE TO VERMEER ONLY IF FOUND DEFECTIVE BY SUCH MANUFACTURER.**

EXTENDED WARRANTY OPTIONS ARE AVAILABLE FOR PURCHASE

WARRANTY TERMS During the Limited Warranty period specified above, any defect in material or workmanship in any warranted item of Vermeer Industrial Equipment not excluded below shall be repaired or replaced at Vermeer's option without charge by any authorized independent Vermeer dealer. The warranty repair or replacement must be made by a Vermeer independent authorized dealer at the dealer's location. Vermeer will pay for replacement parts and such authorized dealer's labor in accordance with Vermeer's labor reimbursement policy. Vermeer reserves the right to supply remanufactured replacement parts as it deems appropriate.

RETAIL PURCHASER RESPONSIBILITY: This Limited Warranty requires proper maintenance and periodic inspections of the Industrial Equipment as indicated in the Operator's Maintenance Manual furnished with each new Industrial Equipment. The cost of routine or required maintenance and services is the responsibility of the retail purchaser. The retail purchaser is required to keep documented evidence that these services were performed.

This Vermeer New Industrial Equipment Limited Warranty may be subject to cancellation if the above requirements are not performed.

Vermeer Industrial Equipment with known failed or defective parts must be immediately removed from service. **EXCLUSIONS AND LIMITATIONS** The warranties contained herein shall **NOT APPLY TO:**

- (1) Any defect which was caused (in Vermeer's sole judgment) by other than normal use and service of the Industrial Equipment, or by any of the following: (i) accident (ii) misuse or negligence (iii) overload (iv) lack of reasonable and proper maintenance (v) improper repair or installation (vi) unsuitable storage (vii) non-Vermeer approved alteration or modification (viii) natural calamities (ix) vandalism (x) parts or accessories installed on Industrial Equipment which were not manufactured or installed by Vermeer authorized dealers (xi) the elements (xii) collision or other accident.
- (2) Any Industrial Equipment whose identification numbers or marks have been altered or removed or whose hour meter has been altered or tampered with.
- (3) Any Industrial Equipment which any of the required or recommended periodic inspection or services have been performed using parts not manufactured or supplied by Vermeer or meeting Vermeer Specifications including, but without limitation, engine tune-up parts, engine oil filters, air filters, hydraulic oil filters, and fuel filters.
- (4) New Industrial Equipment delivered to the retail purchaser in which the equipment/warranty registration has not been completed and returned to Vermeer within ten (10) days from the date of purchase.
- (5) Any defect which was caused (in Vermeer's sole judgment) by operation of the Industrial Equipment not abiding by standard operating procedures outlined in the Operator's Manual.
- (6) Engine, battery, and tire Limited Warranties and support are the responsibility of the respective product's manufacturer.
- (7) Transportation costs, if any, of transporting to the Vermeer dealer. Freight costs, if any, of transporting replacement parts to the Vermeer dealer.
- (8) The travel time of the Vermeer dealer's service personnel to make a repair on the retail purchaser's site or other location.
- (9) In no event shall Vermeer's liability exceed the purchase price of the product.

(10)

Vermeer shall not be liable to any person under any circumstances for any incidental or consequential damages (including but not limited to, loss of profits, out of service time) occurring for any reason at any time.

(11) Diagnostic and overtime labor premiums are not covered under this Limited Warranty Policy. Oils and fluids are not covered under this Limited Warranty.

(12) Depreciation damage caused by normal wear, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, lack of proper protection during storage.

(13) Accessory systems and electronics not of Vermeer's manufacture are warranted only to the extent of such manufacturer's respective Limited Warranty if any.

(14) Down hole toolage is not covered under this warranty.

(15) Wear items which are listed below:

Antenna, Augers, Base Plates, Bearing Seals, Bearings, Belts, Brake Pads, Brushes, Bolts/Torqued Parts, Boom Wear Items, Booms, Brake Pads, Bushings, Buckets, Cable Fingers, Chain, Clamping Vise Parts, Clutches, Clutch Components, Conveyor Belts, Cups, Curtains, Cutter Wheels, Dies, Digging Chain, Digging Rims, Discharge Conveyor Belts, Drive Chuck, Drums, Earth Stakes, End Idler, End Rollers, Fan Belts, Flashings, Fuel Filters, Hammers, Infused Conveyor Belts, Infused Conveyor Chains, Jaws, Knives, Leaf Chain, Lights, Lights On Light Kits, Oil Filters, Packing Assemblies, Pins and Bushings, Pivot Rings, Plastic Wear Strips, PLOW Blades, Pockets, Rods, Rollers, Rod Loader Parts, Rooter Bands, Rotor Plates, Rubber Grouser Bars, Rubber Tracks, Rubber Track Bands, Rubber Shielding, Scraper Knives, Screens, Service Items, Shear Bar/Bedknife, Sprockets, Teeth, Tips, Tip Mounts, Tires, Tooling, Track Chain, Track Guides, Track Idlers, Track Pads, Track Rollers, Track Sprockets, Trench Cleaner (Crumbler), Trip Cleaners, Valve Seats, Water Hoses, Water Swivels, Wear Bars, Wear Blocks, Wear Plates, Wear Strips, Winch Cable, Windshield Wiper Parts.

PARTS WARRANTY: Parts replaced in the warranty period will receive the balance of the first year New Industrial Equipment Limited Warranty, during the first (12) months or 1000 hours, whichever comes first. Replacement parts after the original machine warranty, are warranted to be free from defects of material for ninety (90) days or the part will be repaired or replaced, without labor coverage for removal and reinstallation.

EXCLUSIONS OF WARRANTIES: EXCEPT FOR THE WARRANTIES EXPRESSLY AND SPECIFICALLY MADE HEREIN, VERMEER MAKES NO OTHER WARRANTIES, AND ANY POSSIBLE LIABILITY OF VERMEER HEREUNDER IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. VERMEER RESERVES THE RIGHT TO MODIFY, ALTER AND IMPROVE ANY PRODUCT WITHOUT INCURRING ANY OBLIGATION TO REPLACE ANY PRODUCT PREVIOUSLY SOLD WITH SUCH MODIFICATION. NO PERSON IS AUTHORIZED TO GIVE ANY OTHER WARRANTY, OR TO ASSUME ANY ADDITIONAL OBLIGATION ON VERMEER'S BEHALF.

NO DEALER WARRANTY. The selling dealer makes no warranty of its own and the dealer has no authority to make any representation or promise on behalf of Vermeer or to modify the terms or limitations of this warranty in any way.

ELECTRONIC SIGNATURES. Each of the parties hereto expressly agrees to conduct transactions by electronic means. Accordingly, the parties agree and intend that all electronic transmissions including, without limitation, electronic signatures, shall be considered equivalent to an original writing as provided under Iowa law, as it may be amended from time to time.

MANUFACTURED BY: VERMEER CORPORATION, Pella, Iowa 50219 USA

NOTICE OF PERSONAL INFORMATION PROCESSING

Thank you for purchasing a piece of Vermeer equipment. This notice is to inform you about the ways Vermeer processes the Personal Information of its customers and the rights you have over that information.

Identity and Contact Information: Vermeer Corporation is a U.S.-based corporation with principal place of business at 1210 Vermeer Road East, Pella, Iowa, 50219. You may contact Vermeer by any of the following means:

E-mail: privacy@vermeer.com

Postal Mail: Vermeer Corporation

Attn: Privacy, Legal Department
1210 Vermeer Road East
Pella, Iowa 50219

Phone: +1 (641) 628-3141

Our Senior Data Strategy Manager and EU-based Representative is also available to speak with you:

E-mail: jbakker@vermeer.com

Postal Mail: Vermeer EMEA

Attn: Jaap Bakker
Nijverheidsstraat 20
4458 AV 's-Heer Arendskerke
Netherlands

Phone: +31-113-272-700

Personal Information Defined: This Notice concerns the processing of Personal Information. Personal Information is any information that identifies, or, in combination with other information, can be used to identify a natural person. As used in this Notice, Personal Information is coextensive with Personal Data, as defined by Regulation (EU) 2016/679 ("GDPR").

Purposes of Processing: Vermeer processes its customers' Personal Information to support several purposes. The first category of purposes concerns Completing Orders and Providing Services. If you place an order with Vermeer for products or services, we will use your Personal Information to fulfill that order, as well as to facilitate other services or purposes as you may request or direct, such as product delivery, maintenance, warranty service, financing, leasing, or credit services. These purposes of processing are generally necessary for us to fulfill our contractual obligations to you.

We may also use your Personal Information to provide other Support Services. These include monitoring and managing the health of your equipment, delivering upgrades and product improvement communications, gauging your satisfaction with your equipment and communicating with you about your concerns, questions, and interests, and making diagnoses and repairs, ensuring product safety, and carrying out recalls. Using your Personal Information to carry out support services that relate to your safety and the safety of persons using your Vermeer equipment is necessary to the protection of your vital interests and the vital interests of others. Using your Personal Information for other support services is generally necessary for purposes of Vermeer's legitimate interests in ensuring that it meets the needs and desires of its customers, responds to their concerns, and helps to make sure their equipment stays up to date and in good working order.

Vermeer also uses customers' Personal Information for marketing purposes as detailed in its privacy policy. These purposes are necessary for Vermeer's legitimate interests in marketing to its customers and strengthening its customer base.

Finally, Vermeer uses its customers' Personal Information to support payment collections and to provide payments due to customers, both of which are necessary for performance of contract obligations; to conduct credit bureau reporting, which is necessary for compliance with Vermeer's legal obligations; to analyze market share data points, which is necessary for purposes of Vermeer's legitimate interests in better understanding the nature and state of its business and in developing corporate strategy; and to ensure security and prevent fraud, which is necessary for purposes of Vermeer's legitimate interests in protecting itself and its customers from a variety of risks to their privacy and other interests.

Recipients of Your Personal Information: In order to fulfill the purposes set out above, certain parties may receive your Personal Information from us. The recipients of your Personal Information include departments internal to Vermeer, affiliated companies, our suppliers, authorized dealers and distributors, and business partners. We may also share your Personal Information with third-party service providers, collections agencies, and public authorities.

Cross-Border Transfers: Your Personal Information may be subject to cross-border transfers. In particular, your Personal Information may be transferred to Vermeer Headquarters in the USA or to Vermeer affiliates and/or authorized dealers worldwide. The European Commission has issued an adequacy decision concerning transfers of Personal Information to the United States from the European Union, adopted July 12, 2016, which provides for the lawful transfer of Personal Information from the European Union to the United States so long as such transfers take place within the EU-US Privacy Shield Framework. Vermeer is in the process of self-certifying under that framework.

Data Retention: Vermeer keeps different kinds of Personal Information for different lengths of time, depending on the purposes for which it is processed and the unique circumstances of your situation. However, while it is impossible to say exactly how long your Personal Information may be kept, the following are criteria that Vermeer will use to make that determination: The existence and nature of any legal requirements to which Vermeer is subject concerning data retention; the nature of the relationship between you and Vermeer; the existence of any contracts between you and Vermeer and/or the existence of financing arrangements; and the necessity, as determined by Vermeer, of the Personal Information to support current or future safety campaigns, recalls, litigation or alternative dispute resolution or other legal work. In every case, Vermeer will keep your Personal Information as long as necessary to fulfill the purposes of processing as set forth in Vermeer's privacy policy.

Your Rights: The GDPR, Articles 15 to 21, grants data subjects a number of different rights over the way their Personal Information is processed. The following is intended to help you understand those rights.

Right to Access: This allows you to request information about your Personal Information, including what data Vermeer has and how and why it is being processed.

Right to Rectification: In the event that some or all of the Personal Information that Vermeer has concerning you is inaccurate, this gives you the right to have those inaccuracies rectified.

The Right to Erasure: In some cases, you may have the right to request that Vermeer erases any and all of your Personal Information that it has in its possession.

Right to Restriction of Processing: This gives you the right to request, in some circumstances, to have Vermeer process your Personal Information only with your consent.

Right to Object to Processing: This right is in bold because it is particularly important. Where Vermeer is processing your Personal Information on the ground of its legitimate interests, or to carry out tasks in the public interest or to exercise official authority, you have a right to object to the processing on grounds relating to your particular situation. In cases where you object to Vermeer's processing of your Personal Information for direct marketing purposes, the processing will cease.

Right to Data Portability: This allows you to request from Vermeer a copy of your Personal Information which it has on file and to transfer that information to someone else without interference from Vermeer. In some cases, you may be able to request that Vermeer transfer your Personal Information directly to a third party on your behalf.

Should you wish to exercise these rights, you may contact Vermeer by any of the means described above for assistance.

Withdrawal of Consent: To the extent that Vermeer processes any of your Personal Information on the basis of your consent, you have the right to withdraw consent at any time, without affecting the lawfulness of processing that was based on your consent before its withdrawal.

Making a Complaint: If you are a natural person in the EU and at any time you believe that Vermeer has violated one of your rights listed above, or if you believe Vermeer is in violation of one or more of the provisions of the GDPR, you have the right to lodge a complaint with a Data Protection Authority. More information about Data Protection Authorities is available online at https://ec.europa.eu/info/law/law-topic/data-protection/reform/what-are-data-protection-authorities-dpas_en.

Automated Decision-Making: Vermeer does not envision that the Personal Information you provide us will be subject either to profiling or to automated decision-making.