

GENERAL TERMS AND CONDITIONS

VIDEC.

VIDEC Data Engineering GmbH

As of 10/2026 (v26.10-01)

I. GENERAL

1. All offers, deliveries and services of VIDEC Data Engineering GmbH ("VIDEC", "we", "us") are provided exclusively on the basis of these General Terms and Conditions. Deviating terms of business or purchasing conditions of the customer shall only become part of the contract if we expressly agree to their inclusion in text form. Confirmations by the customer referring to its own terms and conditions are hereby rejected.
2. For our software products, the Licence Terms apply in addition; for recurring contracts (Secure, Secure Plus, Term Licence), the respective contract terms apply; they are available at <https://videc.de/en/legal/>. In the event of any conflict, they take precedence over these General Terms and Conditions.
3. These General Terms and Conditions apply only to entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law and special funds under public law.

II. OFFER, ORDER, CONCLUSION OF CONTRACT

1. Our offers are non-binding with regard to price and availability. The offer describes the scope of services.
2. Orders must be placed in text form (for example by email). We do not accept orders with an order value of less than €100 plus VAT.
3. Orders are accepted upon transmission of the order confirmation or upon execution. Our field sales staff are not authorised to conclude contracts.
4. Additions, amendments and collateral agreements must be made in text form.
5. For each licence ordered, the place of installation, the company using the licence (end customer) and the end customer's contact address for security information must be specified; the licence is registered to the end customer. Where an order is placed via a reseller, the reseller shall forward security information from us to the end customer without undue delay.
6. In the case of recurring contracts (Secure, Secure Plus, Term Licence) concluded with us by a reseller, the reseller is our contractual partner and the invoice recipient. We render the services for the end customer, who may request them directly from us; the claims under the contract are held by the reseller. If the contract with the reseller ends, in particular because we terminate it due to default in payment, we will offer the end customer the option of continuing the contract directly with us under our contract terms.

III. SUPPORT AND SERVICES

1. Support means assistance with errors and with questions regarding the intended operation of our software. It is included in the Secure, Secure Plus and Term Licence contracts in accordance with their contract terms and, upon purchase of a licence, a licence update, an extension or a trial licence, for the licence concerned for three months from delivery (initial support).
2. Outside these contracts and after the initial support has expired, there is no entitlement to support. The customer may use the freely available resources, in particular the documentation in the online portal at www.videc.de and the manuals. In urgent cases, we may, at our discretion, provide assistance voluntarily without any legal obligation or against remuneration on a time-and-materials basis. Statutory claims for defects and the provision of security updates in accordance with the statutory provisions remain unaffected.
3. We provide installation, configuration, training and consulting as services; no specific result is owed unless expressly agreed otherwise in text form. Unless otherwise agreed, services, including travel time and expenses, are charged on a time-and-materials basis in accordance with our price list applicable at the time. Effort estimates and schedules are non-binding guide values.
4. Unless otherwise agreed, we determine the manner in which services are rendered, in particular by telephone, remote access or on site. Software and updates are installed by the customer unless installation has been separately commissioned. Insofar as we process personal data on behalf of the customer in the course of support, remote access or the analysis of data provided to us, our data processing agreement pursuant to Art. 28 GDPR (available at <https://videc.de/en/legal/>) applies; upon request, the parties will conclude a separate agreement.
5. The customer shall protect access credentials received from us against access by unauthorised persons. If the customer provides us with content, data or software, it warrants that it is entitled to do so and shall indemnify us against third-party claims based on the contractual use of such content, insofar as the customer is responsible for the infringement.

IV. TRANSFER OF RISK, SHIPMENT AND INSURANCE

1. All deliveries and consignments are made at the customer's risk.
2. The risk passes to the customer when the goods are handed over for shipment. If shipment is delayed at the customer's request, dispatch of the notice of readiness for shipment is equivalent to handover for shipment. This also applies where carriage-paid delivery has been agreed.
3. The goods are insured only at the customer's express request, in the customer's name and at the customer's expense.
4. As long as the goods have not been paid for, the customer is obliged to take out transport insurance and to insure the goods adequately in its warehouse against all customary risks, in particular against fire, burglary and water damage. The insurance contract or the receipts for timely payment of the premiums must be presented to us free of charge upon request.
5. Damage or shortages incurred in transit must be reported directly to the carrier upon handover of the goods and confirmed on the freight documents. A copy of the consignment note bearing this confirmation must be sent to us without undue delay.

V. TIME OF PERFORMANCE, DEFAULT

1. Dates stated by us for delivery or for completion of a repair are generally non-binding. We endeavour to meet them.
2. Circumstances or events for which we are not responsible and which make timely performance impossible or unreasonably difficult, for example traffic or operational disruptions, shortages of raw materials or energy, lawful strikes or lockouts, extend the time of performance appropriately. The same applies if these circumstances occur at our upstream suppliers, in which case the lawfulness of the industrial action is irrelevant.
3. If performance of the contract within the extended time of performance is impossible for us or possible only with unreasonable difficulty, we are entitled to withdraw from the contract. In this case, claims for damages by the customer are excluded; Section VI paragraph 5 remains unaffected.
4. If, after we have fallen into default, the customer sets us a reasonable grace period, the customer is entitled to withdraw from the contract once that period has expired without success. Section VI applies to claims for damages.
5. Compliance with our delivery obligation is subject to the timely and proper fulfilment of the customer's obligations.

VI. DEFECTS, LIABILITY

1. We are liable as seller for defects in the software supplied by us; Section 7 of the Licence Terms governs the content and scope of the rights in respect of defects. Defects in the Term Licence are governed exclusively by the Term Licence contract terms. In all other respects, in particular for hardware, paragraphs 2 to 4 apply.
2. The customer shall inspect delivered goods without undue delay (Section 377 of the German Commercial Code (HGB)). It shall give notice in text form of obvious defects and shortages within five working days of delivery and of hidden defects without undue delay after their discovery. Otherwise, the goods are deemed to have been approved.
3. In the event of defects, we are entitled, at our discretion, to remedy the defect or to deliver a replacement. If subsequent performance fails twice, the customer may reduce the remuneration or withdraw from the contract. If it turns out that a reported defect does not exist, we may charge for the effort incurred in accordance with our price list applicable at the time if the customer could have recognised this upon reasonable examination.
4. Claims based on defects become time-barred one year after delivery. This does not apply in the case of intent, gross negligence, fraudulent concealment of a defect, damage resulting from injury to life, body or health, guarantees, claims under the German Product Liability Act (Produkthaftungsgesetz) or supplier recourse (Section 445a BGB); in these cases, the statutory limitation periods apply.
5. We are liable without limitation for intent and gross negligence, for damage resulting from injury to life, body or health, under the German Product Liability Act and to the extent of any guarantee we have assumed. In the event of a slightly negligent breach of material contractual obligations (obligations whose fulfilment is essential for the proper performance of the contract and on whose observance the customer may regularly rely), liability is limited to the foreseeable damage typical for this type of contract, but in any case to no more than €1,000,000 per incident for property damage and €500,000 per incident for financial loss. In all other respects, liability for slight negligence is excluded.
6. Liability for loss of data is limited to the recovery effort that would have been required if the data had been properly backed up. The limitations of liability also apply to the personal liability of our employees, representatives and corporate bodies. Claims for damages by the customer become time-barred after one year; paragraph 4 sentence 2 applies accordingly.

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VII. PAYMENT

1. Invoices are payable within 14 days of the invoice date without deduction; invoice amounts of up to €300 are due immediately.
2. Notwithstanding any provision to the contrary by the customer, we are entitled to apply payments first to the customer's older debts. If costs and interest have already been incurred, we apply payments first to the costs, then to the interest and finally to the principal claim.
3. Upon expiry of the payment period, the customer is in default without any reminder being required. The statutory default interest and the lump sum pursuant to Section 288 (2) and (5) BGB apply; we reserve the right to claim further damage.
4. The customer may exercise a right of retention against our claims or set off against them only with undisputed claims or claims that have been finally determined by a court; counterclaims arising from the same contractual relationship, in particular on account of defects, and the right to refuse performance pursuant to Section 320 BGB remain unaffected.
5. If payment is more than 30 days overdue, we may, after giving 14 days' notice, withhold updates (except security updates), licence keys and support until payment is made. Installed software will not be disabled.

VIII. RETENTION OF TITLE

1. The goods remain our property until they have been paid for in full.
2. The customer is entitled to resell the goods subject to retention of title in the ordinary course of business and outside a current-account relationship, as long as it fulfils its contractual obligations towards us. A resale under which a prohibition of assignment of the customer's purchase price claim is agreed is permitted only with our prior consent in text form.
3. Pledging or transfer by way of security is not permitted. The customer shall notify us without undue delay of any interference by third parties with our property.
4. If the customer fails to fulfil its contractual obligations, we are entitled to demand the return of the goods subject to retention of title. Such a demand for return does not constitute a withdrawal from the contract. After taking back the goods, we are entitled to realise them; the proceeds, less reasonable realisation costs, are credited against the customer's liabilities.
5. The customer hereby assigns to us the claims arising from the resale of the goods, including all ancillary rights. It remains authorised to collect these claims until this authorisation is revoked and shall, upon request, inform us of the amount of the claim and of the names and addresses of the buyers. The authorisation to collect expires upon suspension of payments or upon an application for the opening of insolvency proceedings.

IX. PLACE OF PERFORMANCE, PLACE OF JURISDICTION, APPLICABLE LAW

The place of performance is Bremen. If the customer is a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction is Bremen; we are also entitled to sue the customer at its general place of jurisdiction. German law applies to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

X. FINAL PROVISIONS

1. The customer may transfer rights under contracts with us to third parties only with our consent in text form; Section 354a of the German Commercial Code (HGB) remains unaffected.
2. Should any provisions be or become invalid in whole or in part, the validity of the remaining provisions shall remain unaffected.
3. This English version is a convenience translation. In the event of any discrepancy between the English and the German version of these General Terms and Conditions, the German version shall prevail.

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