

GENERAL TERMS AND CONDITIONS

VIDEC.

VIDEC Data Engineering GmbH
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I. GENERAL OBSERVATIONS

1. All our offers are made on the basis of and subject to our general terms and conditions, which always become part of the contract.
2. Deviating general terms and conditions of our customers shall only become part of the contract if we expressly acknowledge their inclusion in writing before or upon conclusion of the contract. Counter-confirmations of the customer with deviating conditions are hereby contradicted.

II. OFFER / ACCEPTANCE

1. Our offers are subject to change with regard to prices and delivery possibilities.
2. Orders received by us are only accepted with the sending of the order confirmation or execution. Our sales representatives are not authorized to conclude contracts.
3. Supplements, amendments or verbal subsidiary agreements must be in writing to be effective.

III. ORDERS

1. Orders must be placed in writing to be valid. We accept orders by letter, fax, or e-mail. We will not accept orders with a value of less than 100, EURO + VAT.
2. For each ordered license the installation location with company is to be named.

IV. TRANSFER OF RISK, SHIPMENT AND INSURANCE

1. All deliveries and shipments are at the risk of the customer.
2. The risk shall pass to the customer when the goods are dispatched. The sending of the notice of readiness for dispatch to the customer shall be deemed equivalent to the dispatch of the goods if the dispatch is delayed at the request of the customer. This shall also apply in the case of agreed freight-free delivery.
3. The goods will only be insured at the special request of the customer in his name and at his 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 against all the usual risks in his warehouse, in particular against fire, burglary and water hazards. The insurance contract or the receipts for the timely payment of premiums shall be submitted to us free of charge upon request.
5. Any damage to or shortfall of the goods which occurred during transport shall be reported directly to the carrier upon handover of the goods and confirmed on the waybill. A copy of the consignment note with the relevant confirmation of the carrier regarding damage or shortfall must be sent to us immediately.

V. TIME OF FULFILLMENT / LIABILITY IN THE EVENT OF DELAY

1. Dates for delivery or completion of a repair stated by us are in principle non-binding. We shall endeavor to meet them.
2. Circumstances or events for which we are not responsible and which make timely fulfillment impossible or unreasonably difficult, e.g. traffic or operational disruptions, shortages of raw materials or energy, lawful strikes or lockouts, shall extend the time of fulfillment appropriately. The same shall apply if the aforementioned circumstances occur at our sub-suppliers, whereby the legality of the industrial action shall not be relevant there.
3. If it is not possible for us to fulfill the contract within the extended fulfillment time or only with unreasonable impediments to fulfillment, we shall be entitled to withdraw from the contract. In this case, claims for damages by the customer are excluded.
4. If, after we have defaulted, the customer sets us a reasonable period of grace with the threat of refusal, he shall be entitled to withdraw from the contract if this period of grace expires to no avail. The customer shall only be entitled to claims for damages due to non-fulfillment to the amount of the foreseeable damage and only if the default is due to intent or gross negligence. The aforementioned limitation of liability shall not apply if a commercial fixed-date transaction has been agreed. The same shall apply if the customer can claim that his interest in the fulfillment of the contract has been abolished due to the default for which we are responsible.
5. Compliance with our delivery obligation presupposes the timely and proper fulfillment of our customer's obligations.
6. If we are in default for reasons for which we are responsible, liability for damages for default shall be excluded in the case of ordinary negligence.

VI. WARRANTY

1. The customer is obliged to carry out a visual inspection within 3 days. Recognizable defects of the delivery item or shortfalls are then to be reported immediately, hidden defects calculated from the time of detection specified in writing. The date of sending the notification shall be decisive in this respect. If the customer allows these deadlines to expire, the delivery item shall be deemed to be in conformity with the contract. Later objections are excluded.

2. In the event of a defect, we shall initially be entitled to choose between rectification of the defect and replacement delivery. If this fails twice, the customer is entitled to a reduction or cancellation of the contract.
3. Further claims, in particular for compensation for consequential damages, are excluded, unless they were caused intentionally or by gross negligence on our part.

VII. PAYMENT

1. The purchase price is due immediately for an invoice amount up to 300,- EURO, otherwise due within 14 days after receipt of invoice.
2. We are entitled, despite any other provision of the customer, to offset payments first against older debts of the customer.
3. If costs and interest have already been incurred, we shall be entitled to offset the payment first against the costs, then against interest and only then against the principal claim.
4. In the event of default, we shall charge interest on arrears at a rate of 2% above the discount rate of the Dt. Bundesbank applicable at the time, with a minimum of 8% p.a.. The assertion of further damage caused by default remains unaffected. The customer is at liberty to prove a lower damage caused by default in individual cases.
5. Against our claims, the exercise of a right of retention or the set-off is only possible with undisputed or titled receivables and claims.

VIII. RETENTION OF TITLE

1. The goods remain our property until full payment has been made.
2. The customer is entitled to sell the goods subject to retention of title in the ordinary course of business and outside a current account relationship as long as he fulfills his contractual obligations towards us. The customer shall only be permitted to sell the goods subject to retention of title in consideration of a contractual or statutory prohibition of assignment of its purchase price claim with our prior written consent.
3. He is not permitted to pledge the goods or assign them as security. The customer shall notify us immediately of any encroachment by third parties on our property.
4. If the customer does not fulfill his contractual obligations towards us, we are otherwise authorized to demand the return of the goods subject to retention of title. The customer has no right of possession in this respect.
Thus, the demand for return does not constitute a withdrawal from the contract.
After taking back the goods, we shall be entitled to realize them; the proceeds of realization shall be credited against the customer's liabilities - less reasonable costs of realization.
5. The customer already now assigns to us the claims against his buyer arising from the resale of the goods, including all ancillary rights. He shall remain entitled to collect his claim assigned to us until revoked.
The customer is obliged to inform us on request of the amount of his claim and the name and address of the resellers. This authorization expires with cessation of payments, bankruptcy or petition for composition proceedings.

IX. PLACE OF JURISDICTION, PLACE OF FULFILLMENT

1. Place of fulfillment and jurisdiction is Bremen. However, we are also entitled, at our discretion, to sue the customer at his general place of jurisdiction.

X. FINAL PROVISIONS

1. In case of doubt, these provisions shall remain binding in their remaining parts even if individual or several provisions are legally ineffective. Should any provision be or become invalid in whole or in part, it shall be replaced by a provision that comes as close as possible to the economic purpose of the invalid provision.