

General Terms and Conditions of VST GmbH

- Purchase of Hardware/Software with Service –

§ 1 Contracting Parties

The contracting Parties are VST Vertriebsgesellschaft für Video-System- und Kommunikationstechnik mbH ("VST", "we"), Am Cröstener Weg 33, 07318 Saalfeld, and the Customer (together referred to as "Parties").

§ 2 Scope of Application

2.1 These General Terms and Conditions ("GTC") apply to all sales of hardware and/or software (also referred to as "goods"), regardless of whether VST manufactures these itself or obtains them from suppliers. They also apply to any subsequent services offered as part of the contract.

2.2 These GTC are the only ones that apply. Any deviations from these terms and conditions must be in writing. The Customer's general terms and conditions, even if included with requests for offers, orders, etc., and not expressly rejected, do not become part of the contract.

2.3 These GTC do not apply to consumers as defined by § 13 BGB (German Civil Code).

§ 3 Subject Matter and Conclusion of the Contract

3.1 The subject matter of the contract is defined by these GTC, the contract documents referring to these GTC, and the provisions in performance descriptions and price lists.

3.2 Our offers are non-binding. VST reserves the right to make minor technical deviations from the offer, even after acceptance by the Customer.

3.3 Unless otherwise agreed in writing, the contract is concluded upon receipt of the order confirmation or, at the latest, upon provision of the goods and/or service by VST.

§ 4 Scope of Performance by VST

4.1 The scope of delivery and performance of the hardware and/or software is as set out in the offer, product description, data sheet, and user manual, if available.

4.2 The software is delivered on an appropriate data carrier in machine-readable form as object code.

4.3 Where the sale of software or hardware components is the subject of the contract, VST provides associated services. Unless otherwise agreed in writing, these include maintenance of the hardware and associated software. Details and prices are set out in the respective offer and/or other contract documents.

§ 5 Delivery Terms, Delay

5.1 Shipping costs are to be borne by the Customer. In the event of a delivery of untaxed goods, the Customer shall be held responsible for the payment of any and all fees and costs levied by the customs authorities.

5.2 The risk passes to the customer as soon as VST relinquishes control of the delivery to the carrier.

5.3 Delivery dates and/or fixed delivery intervals are agreed upon in advance between the Parties, unless otherwise specified in the offer or other contract documents.

5.4 The Customer must examine the external condition of the delivery promptly upon arrival, report any transport damages to the carrier, to secure evidence, and to notify VST without delay in writing.

5.5 The Customer is obliged to accept the goods ready for shipment. Acceptance is deemed to have taken place if the customer defaults on acceptance. If the Customer fails to accept the goods at proper delivery or at the agreed time, VST may set an appropriate grace period. In the event of the aforementioned period elapsing without successful conclusion, VST shall be entitled to withdraw from the contract and demand a lump-sum compensation of 20% of the purchase price, in addition to reimbursement for services already rendered. It is within the prerogative of both Parties to demonstrate that a greater or lesser loss has been incurred.

5.6 Should the dispatch of the goods be delayed as a consequence of circumstances for which the Customer is responsible, the risk of accidental loss of the goods shall transfer to the customer from the point at which the goods are ready for dispatch, or, if an alternative date has been agreed, from the agreed delivery date.

§ 6 Service Conditions

Unless the Parties agree otherwise in writing, particularly in a separate service contract, the following applies regarding the services related to the goods:

6.1 VST will respond to error reports from the Customer within 2 business days ("Time to Respond"). Following that, VST will inform the Customer of the estimated duration of the troubleshooting and resolution within a reasonable period. VST is obliged to resolve the error within the specified period, but no later than 20 business days from the reported issue ("Time to Resolution").

6.2 The Customer receives support from VST for issues with the goods and usage problems via a ticketing system and/or a service phone line, available from Monday to Friday, 8:00 AM to 4:00 PM. Service tickets can be initiated through the website at www.vst-pro.de by clicking the "Service" button provided there.

6.3 The Customer is required to fulfil the following obligations as a prerequisite for fault detection and resolution:

The Customer shall immediately notify VST of any errors that occur and shall support VST in the investigation and rectification of errors to the extent reasonable. This includes, in particular, the provision of error reports in text form to VST at its request, with precise records of the start

and duration of downtimes, and the provision of other data and logs suitable for analysing the error.

If necessary, the Customer shall grant VST access to the data processing systems on which the programmes specified in the service certificate are installed. The Customer shall provide the technical facilities (power supply, telephone connection and data transmission lines) free of charge to a reasonable extent for the performance of all services.

The Customer shall appoint a competent employee who is able to provide the information necessary for the performance of the contract and who is able to take or initiate decisions independently.

It is the Customer's responsibility to carry out proper data backups and to properly maintain the software and hardware environment of the software. In particular, the Customer must protect the hardware and software against unauthorised access by employees or other third Parties, viruses, Trojans and other malware.

§ 7 Duties and Responsibilities of the Customer

7.1 The customer shall indemnify VST against all claims of third Parties based on the unlawful use of the software and associated services by the customer or with the Customer's consent. The customer shall inform VST immediately in writing if a third party claims infringement of its rights against the customer. The Customer shall not recognise the infringement alleged by third Parties and shall either leave any disputes to VST or conduct them only in agreement with VST.

7.2 Copyright notices, serial numbers, and other identification markers must not be removed or altered.

7.3 In so far as it is necessary for the proper manufacture of the goods and/or performance of the agreed services, the Customer will carry out the assigned co-operative actions and, in particular, provide VST in good time with all necessary information and data from its sphere and, if necessary, grant VST employees reasonable access to its business premises, means of communication and connections as well as hardware and software during its business hours. The Customer shall carry out cooperative measures at his own expense.

§ 8 Third-Party Components, Subcontractors

8.1 VST is permitted to incorporate third-party and open-source software components into the contract.

8.2 VST may use third-party subcontractors to fulfil the contract. VST shall be liable for their actions as if they were its own.

§ 9 Usage Rights

9.1 VST grants the Customer the permanent, non-exclusive, non-sublicensable right to use the software, insofar as it is part of the contract, for the customer's own business purposes.

9.2 The transfer of the right to use the software takes place after delivery to the Customer and only after full payment. Until full payment has been made, VST revocably tolerates the use of the goods by the Customer.

9.3 The Customer may make one copy of each software product that is the subject of the contract to the extent necessary for data backup. This copy must be marked as a backup copy and bear the copyright notice of the original data carrier.

The Customer is entitled to duplicate the software to the extent that such duplication is necessary for the use of the software. Beyond that, the customer is not entitled to copy the software.

Partial reproduction of the written material for internal purposes is permitted to the extent necessary for the intended use of the software.

9.4 Upon VST's request, the Customer shall enable VST to verify the proper use of the goods within the scope described herein, in particular whether the customer is using the software, to the extent that it is the subject of the contract, within the scope of the rights acquired by the customer.

Such an audit may be carried out no more than once per calendar year, unless VST has reasonable grounds to suspect a material breach of the Licence Conditions.

For this purpose, the Customer shall provide VST with information, grant access to relevant documents and records and enable VST or an auditing company appointed by VST to examine the hardware and software environment used. VST may carry out the audit at the customer's premises during normal business hours or have it carried out by a third party bound to secrecy. VST will ensure that the customer's business operations are disrupted as little as possible by its on-site activities.

If the audit reveals that the number of licences purchased has been exceeded by more than 5% (five per cent) or that there has been any other material breach of the contractual provisions, the Customer shall bear the costs of the audit, otherwise VST shall bear the costs.

If a material breach of contract is established, VST is entitled to adjust the licence fees in accordance with VST's prices at the time of the audit. In addition, the customer is obliged to take immediate measures to remedy the breach of contract.

VST's right to audit shall expire five (5) years after the date of the last delivery of the software by VST to the Customer.

9.5 The Customer is entitled to transfer ownership of the software, including the manual and other accompanying material, to third Parties, provided that the purchaser agrees to the continued validity of these contractual conditions in relation to him. When the software is transferred, the Customer must hand over to the purchaser all copies of the program, including any existing backup copies, or destroy the retained copies.

9.6 The granting of rights as described above does not apply to any third-party components included in the subject matter of the contract. In such cases, the relevant rules of the third party supplier or the open source licence conditions shall apply exclusively.

§ 10 Warranty and Liability

10.1 VST shall perform the services, insofar as they are the subject matter of the contract, with the utmost care and shall guarantee that these services are performed properly and in accordance with the requirements. VST shall not be liable for any success beyond the proper performance of the services.

10.2 With regard to the goods, the Customer is entitled to the statutory claims for defects according to §§ 434 ff. BGB. Accordingly, the Customer may, at its option, demand rectification of the defect, reduction of the purchase price (abatement) or rescission of the purchase contract (withdrawal). There is no right to rectification of defects beyond the provisions of §§ 434 ff. BGB. The quality and thus the defect-free condition of the delivered goods shall be exclusively determined by the performance description valid at the time of delivery to the customer.

Warranty claims shall be subject to the condition that the defective goods can, at the discretion of VST, be inspected and examined by the customer or that the goods can be sent to VST or to a repair service designated by VST in advance with regard to their defectiveness. The customer bears the risk of accidental loss of the goods in case of return. VST will carry out the inspection immediately after receipt of the goods and inform the Customer of the result of the inspection (in particular confirmation of the reported defect or the need for further clarification) and, if the defect is found, will immediately initiate the repair.

VST's warranty is excluded if the Customer makes changes to the software without VST's prior written consent. Changes include, but are not limited to, changes to the source code, the program libraries and the configuration of the software. VST shall not be liable for any defects or damages resulting from such changes.

10.3 VST warrants to the Customer that the goods do not infringe the rights of third Parties ('infringement of intellectual property rights'). VST shall indemnify the Customer on first demand against all claims of third Parties for which VST is responsible due to infringement of intellectual property rights and shall also bear the reasonable costs of the Customer's legal defence. The Customer must inform VST immediately if he becomes aware of a claim by a third party that the use of the subject matter of the contract infringes the property rights of this or other third Parties; the Customer is not entitled to acknowledge such claims de facto or in legal terms without the prior written consent of VST. The right to be held harmless expires if the Customer does not immediately inform VST about the assertion of claims by third Parties and if there is no case of unlimited liability.

10.4 The Customer has a duty to examine and give notice of defects. The Customer is therefore obliged to inspect the delivered goods for obvious defects that would be immediately apparent to an average customer. Obvious defects include, in particular, the absence of manuals and significant, easily visible damage to the goods. The delivery of the wrong article or an insufficient quantity shall also be considered an obvious defect. Such obvious defects must be reported to VST in writing within four weeks of delivery. Defects that become apparent at a later date must be reported to VST by the Customer within four weeks of their discovery. If the Customer fails to comply with his obligation to inspect and give notice of defects, the goods shall be deemed to have been approved with respect to the defect in question.

10.5 VST shall be liable without limitation in cases of intent, gross negligence or culpable injury to life, body or health. Notwithstanding the cases of unlimited liability, VST shall only be liable for slight negligence in case of breach of material contractual obligations, i.e. obligations whose fulfilment is essential for the proper execution of the contract or whose breach endangers the achievement of the purpose of the contract and on whose compliance the customer may regularly rely (cardinal obligation).

In the case of slight negligence, VST's liability for lost profits and/or lost savings is also excluded. VST's liability for slightly negligent breach of other obligations is excluded.

10.6 VST is only liable for loss of data due to slight negligence under the conditions and to the extent of section 10.5 if the Customer has performed a daily data backup.

10.7 VST shall not be liable for any other damages, in particular for loss of data or hardware malfunctions caused by incompatibility of the components present on the Customer's PC system with the new or modified hardware and software, as well as for system malfunctions caused by existing misconfigurations or older, disruptive drivers that have not been completely removed.

10.8 The above limitations of liability do not apply to liability under the Product Liability Act or in the case of written guarantees.

§ 11 Statute of Limitations

Claims for defects according to § 10.2 become statute-barred 12 months after delivery or, if acceptance is required, after acceptance of the respective goods. If acceptance is delayed through no fault of VST, acceptance shall be deemed to have taken place 7 calendar days after proper provision of the goods or completion of the service.

The warranty period according to § 11 shall not be extended by repairs carried out during this period.

§ 12 Prices and payments

12.1 The prices quoted are exclusive of VAT at the rate applicable on the date of delivery.

12.2 The invoice amount shall be paid to the account indicated on the invoice. It must be credited no later than ten days after receipt of the invoice.

12.3 If the Customer is in default of payment, he shall be liable to pay interest on arrears at a rate of 8% above the base rate, subject to the right to prove and claim higher damages.

12.4 The Customer shall only be entitled to set-off if his counterclaim has been legally established or is undisputed. The Customer shall only be entitled to assert a right of retention based on counterclaims arising from this contract.

§ 13 Repair service

Items handed over or sent to us for repair outside the warranty must be in their original packaging or otherwise properly packed and secured for transport. If the repair is not carried out, the Customer will be charged the cost of a cost estimate prepared at the Customer's request.

We provide a 6 month guarantee on the work carried out as part of the repair service. Defects due to normal wear and tear are excluded.

§ 14 Retention of title

14.1 VST reserves the right of ownership and the rights to be granted until full payment of the remuneration owed. Prior to this, the rights are only granted provisionally and may be revoked by VST at any time. The Customer's right to further use of the goods expires with the assertion of the retention of title. All copies of the software made by the customer must be deleted.

14.2 The Customer shall treat the reserved goods with care.

14.3 In the event of default in payment, VST is entitled to demand the return of the reserved goods, provided that we have withdrawn from the contract. At the discretion of VST, the goods may be returned to VST or to an address specified by VST, or VST may collect the goods from the customer. If necessary, the Customer shall grant VST access to the premises where the goods are located for this purpose.

§ 15 Confidentiality

15.1 The Parties are obliged for an unlimited period of time to maintain the confidentiality of each other's business and trade secrets as well as confidential information that becomes known to them in connection with the performance of the contract. Confidential information within the meaning of this provision is information, documents, statements and data which are designated as such or which by their nature are to be regarded as confidential (e.g. passwords).

15.2 The Customer is obliged to grant access to confidential information of VST only to those employees who are entrusted with the performance of services in the context of the execution of the contract, to protect the confidential information against unauthorised access by third Parties by means of appropriate confidentiality measures and to comply with the statutory and contractual data protection provisions when processing the confidential information.

15.3 VST is entitled to pass on confidential information to subcontractors, provided that the subcontractors are obliged to maintain confidentiality.

15.4 Upon termination of this contract, the Parties are obliged to return or destroy the confidential information of the other party at their discretion, insofar as it has not been used properly.

§ 16 Amendments to the General Terms and Conditions

VST is entitled to amend the GTC with a reasonable notice period, provided that the amendment is reasonable for the Customer, taking into account the interests of VST. The Customer will be informed of the changes in writing. If the changes are to the disadvantage of the Customer, the Customer has an extraordinary right of termination at the time the changes come into effect. VST will inform the Customer of this extraordinary right of termination in the notification of the change and also that the change will take effect if the Customer does not exercise the extraordinary right of termination within the set period.

§ 17 Final provisions

17.1 The laws of the Federal Republic of Germany shall apply, excluding the UN Sales Convention.

17.2 The exclusive place of jurisdiction for all disputes between the Parties arising out of or in connection with the Contract shall be Saalfeld, Germany. However, the Supplier is entitled to sue the Customer at the Customer's general place of jurisdiction or at the place of jurisdiction of a branch office.

17.3 Should individual provisions of these GTC be or become invalid or contain a legal loophole, this shall not affect the validity of the remaining provisions. The Parties shall replace an invalid provision with a valid provision that comes closest to the intended purpose of the original provision.

17.4 Amendments and supplements to these Terms and Conditions must be made in writing; this also applies to any waiver of the written form requirement.

17.5 These GTC also exist in an English language version. In the event of difficulties of interpretation, the German text of these bilingual GTC shall prevail.

As of: November 2024