VISCOM SE – General Business, Delivery, Offer, and Payment Terms and Conditions

General Business, Delivery, Offer, and Payment Terms and Conditions of VISCOM SE (hereinafter "VISCOM SE") – last updated 08/2025

I. Validity and Scope of Terms and Conditions

The deliveries, services, and offers from VISCOM SE services are subject to the Terms and Conditions stated herein, even if they have not been expressly referred to. These apply to all current and future business relationships, even if they are not expressly agreed again. These Terms and Conditions are in force at the latest upon execution of the contract. The application of the buyer's/orderer's (hereinafter "Customer") own Terms and Conditions of Business or Purchase will not be recognized.

II. Conclusion of Contracts

1. Pre-contractual information about the service offering from VISCOM SE is non-binding and does not constitute a contractual offer.
2. All contracts require written confirmation from VISCOM SE (hereinafter "Order Confirmation") and are void ex tunc if this is not received.
3. Additions, modifications or subsidiary agreements must be in writing. This also applies to this clause.

III. Prices/Quoted Prices

1. Insofar as it is not otherwise stated, prices quoted by VISCOM SE remain in effect for 30 days.
2. Unless agreed otherwise, prices are understood in terms of Euros, plus applicable sales tax
3. If it is the obligation of VISCOM SE to provide services also includes the shipping of goods, the prices exclude packaging costs and delivery costs.
4. Minimum order value: The minimum order value per order is €75 net. Orders below this value shall be charged a net surcharge of €15.

IV. Services and Products of VISCOM SE

1. VISCOM SE offers goods and services for optical and X-ray inspection of assemblies for the electronics industry. These are individual solutions for the Customer (hereinafter "Purchase of Goods").

2. VISCOM SE offers the creation of inspection plans for the inspection of automatic and semi-automatic assemblies (hereinafter "Inspection Plan Creation").
3. VISCOM SE offers software services to optimize inspection quality, data monitoring, IT management services, cloud connections and usage (hereinafter "Digital Services").
4. VISCOM SE offers AI models that the Customer feeds data into. These models then develop independently based on this data and are used to identify errors in inspection items (hereinafter "AI Service").

V. Performance Obligations for Creating the Inspection Plan

1. VISCOM SE is responsible for creating the inspection plans based on the content provided by the Customer.
2. VISCOM SE is not responsible for the completeness and accuracy of the inspection plans, as their content is based largely on the information provided by the Customer. Anything different only applies if a detailed written agreement exists between the Customer and VISCOM SE (technical specifications), in which all the requirements for the inspection plan are listed.
3. VISCOM SE has no influence on the completeness and accuracy of the Customer's inspection libraries during the course of production after the inspection plans are linked with the relevant inspection library, as these libraries dynamically adapt to the Customer's constantly changing process conditions.

VI. Performance Obligations for Digital Services

1. If a Customer VISCOM SE requests a subscription model from VISCOM SE that entitles them to use the Digital Service online via a web browser for a limited period of time ("Digital Service SaaS"), VISCOM SE shall undertake to provide the Digital Service on its servers and the required login details. The right of use granted by VISCOM SE (see XIII) refers to the latest version of the software.
   VISCOM SE maintains the Digital Service SaaS in a condition suitable for use in accordance with the contract throughout the term of the contract. VISCOM SE guarantees an overall availability of the Digital Service SaaS of at least 99% per month at the transfer point, i.e. at the router output of the VISCOM SE data center. Regular maintenance performed by VISCOM SE shall not be taken into account. If the Customer notices any defects in the Digital Service SaaS, they must immediately report these to VISCOM SE in writing.
2. If the Customer requests a subscription model from VISCOM SE that entitles him to use a digital service for installation on his own hardware for a limited period of time ("Digital Service Rental"), VISCOM SE shall provide the Customer with the contractually promised software ("Contract Software") at the beginning of the term (via download or on a data carrier). This does not include installation and configuration services. The granted right of use (see XIII) refers to the Contract Software handed over at the beginning. VISCOM SE shall

perform the necessary maintenance and repair measures according to state-of-the art procedures. Aside from this, VISCOM SE is not obliged to change, adapt or further develop the Digital Service Rental. If the Customer notices any defects in the Digital Service Rental, they must immediately report these to VISCOM SE in writing.

3. If the Customer requests Contract Software for a one-off installation and without a term limit ("Digital Service Purchase"), VISCOM SE shall provide the Customer just once with the installation file (via download or on a data carrier). This does not include installation and configuration services. The right of use (see XIII) is limited to the contractually specified number of the Customer's end devices.
4. If the Customer requests from VISCOM SE an individualized programming service by VISCOM SE ("Digital Service Work"), VISCOM SE is obliged to create the Digital Service Work and deliver it to the Customer (via download or on a data carrier). Installation and configuration services are not included. The scope of the right of use (cf. XIII) applies exclusively to the final software product created by VISCOM SE and does not extend to any preliminary versions. The Customer is required to accept the Digital Service Work without delay.
5. If the Customer requests programming services billed by the hour from VISCOM SE ("Digital Service Programming"), VISCOM SE undertakes to perform programming services on an hourly basis on behalf of the Customer. VISCOM SE shall perform these services in close professional and technical coordination with the Customer, following their instructions and in accordance with the latest state of technology. While the Customer acquires the works created through these programming services, they are not entitled to claim rights regarding their creation process.

VII. Performance Obligations for AI Services

1. The AI models trained by VISCOM SE are based on the image data provided by the Customer. The larger and more comprehensive the dataset—especially for the bad class—the better the trained AI model can recognize defects and avoid false calls. Generally, the AI model is trained on the range of defects for which the Customer has supplied corresponding images. The better the images provided by the Customer represent the good class, the better false calls are avoided. If, in a later inspection operation, the images for defects agreed upon with VISCOM SE differ significantly from the training images, the likelihood of undetected defects increases. Similarly, if the good-class images used during a later inspection operation deviate significantly from the training images, the likelihood of false calls increases. Consequently, the results generated by the AI models are not covered by the performance obligations. In other words, the accuracy of the AI service results is not part of the performance obligations of VISCOM SE.
2. The exact scope of the AI services is defined in the order confirmation, field tests, and technical specifications.
3. The Customer agrees to use the AI services strictly as outlined in the user guidelines, field tests, and technical specifications.

VIII. Customer's Guarantee

The Customer guarantees to only use data and content for services of VISCOM SE that do not infringe on the rights of third parties. Should a third party assert claims for infringement of their rights to the data or content, the Customer shall indemnify VISCOM SE against such claims upon first request.

IX. Delivery and Service Times

1. Delivery and service periods begin with the receipt of the order confirmation, yet are contingent on clarification of all technical questions and the timely and orderly fulfillment of all Customer responsibilities, unless the contract constitutes a continuing obligation. We reserve the right to withhold performance under unfulfilled contracts. Partial delivers are permitted and shall be invoiced separately.
2. VISCOM SE cannot be held accountable for delays of deliveries and services due to forces majeure which impede delivery or render it impossible, including extraordinary natural disasters, governmental actions, or third-party interventions, even when they occur on the part of suppliers to VISCOM SE. This applies even to bindingly agreed deadlines and dates, provided these circumstances are external, unavoidable, and outside the sphere of risk of VISCOM SE. In such cases, VISCOM SE is entitled to extend any delivery or service for the duration of the interference plus an appropriate warm-up time or, due to the unfulfilled portion, to abdicate from the contract in full or in part.
3. If VISCOM SE is responsible for missing deadlines or delays, or is in default, the Customer is entitled to claim a penalty payment in the amount of 1/2% of the delivery value for each complete week of default, in toto however up to 5% of the invoice value of the deliveries and services affected by the delay. Any claims exceeding this are excluded unless the delay results from at least gross negligence by VISCOM SE or the damage involves injury to life, body, or health.

X. Payments

1. VISCOM SE is entitled to apply payments initially to the Customer's older debts unless the Customer explicitly allocates the payment to a specific debt. The Customer shall be informed of the type of calculation effected. Where costs and interest are payable, VISCOM SE is entitled to take payment for first the costs, then the interest and finally on the main invoice.
2. In the case of payment default on the part of the Customer, VISCOM SE is entitled to claim default interest of 9% above the basic interest rate from the moment the payment becomes overdue. Additionally, a flat compensation fee of €40.00 becomes payable. VISCOM SE expressly reserves the right to claim further damages resulting from the delay.

3. The Customer is only entitled to offset, withhold, or reduce payment, even if formal complaints or counter-claims are made, if the counterclaims have been established with legal force or are not in dispute.

XI. Transfer of Risk in the Purchase of Goods

In the event of a delivery obligation, and unless otherwise contractually agreed, delivery is made according to the applicable INCOTERMS (FCA/Free Carrier). Risk of possible loss or deterioration of the goods is transferred to the Customer at the handover of the goods to the transporter.

XII. Retention of Title in the Purchase of Goods

1. All goods delivered remain the property of VISCOM SE (retention goods) until all claims arising from the business relationship with the Customer have been fulfilled. This retention of title shall guarantee our balance claims in a current account relationship.
2. Should the delivered goods to which VISCOM SE retains the title be impounded or confiscated, the Customer is obligated to report this immediately to VISCOM SE in writing. The Customer is responsible for all costs associated with release of the goods.
3. The Customer is authorized to dispose of the retention goods during the course of normal business operations provided they are not in default of their performance obligations. Pledging as collateral or transfer by way of security is not permitted. The Customer hereby assigns to VISCOM SE all claims arising from the resale or any other legal grounds (insurance, illegal trading, etc.) related to the retention goods (including all balance claims from current accounts) to the extent of the outstanding claims. The Customer authorizes VISCOM SE to collect such receivables on account of and behalf of VISCOM SE.
4. In case of conduct contrary to the terms of the contract by the Customer, especially in case of default in payment, VISCOM SE is entitled to take back the conditional goods or to require, if necessary, cession of claim for goods release to the authorized third party. The taking back or attachment of conditional goods by VISCOM SE shall not constitute a cancellation of the contract.
5. VISCOM SE is entitled to assign existing trade receivables to a bank for financial purposes.

XIII. Intellectual Property

1. VISCOM SE holds all copyrights, patent rights, and other intellectual property rights to the VISCOM SE content offered.
2. The Customer is granted a simple, non-transferable right of use to utilize the VISCOM SE content as intended. In the case of a Digital Service Purchase or a Digital Service Work, the Customer is granted a transferable, perpetual right of use. For Digital Service Works, the Customer must obtain consent from VISCOM SE before reselling the Contract Software, which VISCOM SE may not withhold in bad faith.

3. Reproduction of individual VISCOM SE content requires written consent from VISCOM SE.
4. Reproduction of VISCOM SE content is only permitted for backup purposes.
5. The right of use is transferred to the Customer only after full performance of their services, unless the relationship constitutes a continuing obligation.
6. In case of conduct contrary to the terms of the contract by the Customer, especially in case of default in payment, VISCOM SE is entitled to entitled to terminate the contract with the Customer.
7. Upon termination of the contractual relationship, the Customer's right of use also ceases. In the case of Digital Service Purchases or Digital Service Works, the right of use ceases only if neither party has not fulfilled their contract.

XIV. Data

1. The Customer agrees to save business-related data and utilize it within the framework of the mutual commercial relationship.
2. The Customer authorizes VISCOM SE to use data and content that the Customer inputs into the ware or AI models of VISCOM SE anonymized form for statistical and development purposes.
3. If the data includes personal information, our privacy policy applies: Data Protection – VISCOM SE

XV. Complaints and Warranty for Goods / Digital Service Purchase / Digital Service Work

1. Defects, shortages, or incorrect deliveries must be reported to VISCOM SE in writing immediately upon receipt of the goods, Digital Service Purchase, or Digital Service Work. Concealed defects must be reported immediately upon discovery. Should the Customer not promptly notify VISCOM SE, the delivery is considered as accepted.
2. If a defect is evidenced, VISCOM SE may choose to provide supplementary performance in the form of eliminating defects or delivery of a defect-free replacement, at its discretion. In the case of eliminating defects, VISCOM SE is required to assume all expenses necessary to eliminate the defect, especially transport, logistics, labor and material costs, insofar as these have not been increased by relocation of the goods to another site than its place of delivery.
3. Should removal of defects or delivery of a replacement fail, the Customer has the right to rescission from the contract or to an abatement of the purchase price. Further claims of any kind, insofar as no compelling legal regulations state otherwise, are excluded.
4. If the Customer does not allow VISCOM SE the opportunity to verify the defect, particularly by failing to promptly provide the disputed goods upon request, then VISCOM SE is entitled to refuse any claims for defects asserted by the Customer.
5. VISCOM SE is entitled to refuse supplementary performance as long as the Customer has not fulfilled their obligations under the contractual relationship with VISCOM SE.

XVI. Export Control

The Customer is required to only export goods from VISCOM SE in conformance with all export regulations applicable in Germany or in the domicile of the Customer. In case of infringement of these regulations, VISCOM SE is entitled, but not required, to terminate all business relations with the Customer without notice and to cancel any previously concluded delivery contracts without notice.

XVII. Liability

VISCOM SE, its representatives, vicarious agents, and other employees shall not be liable for minor negligence in the breach of non-essential contractual obligations. For minor negligence in the breach of essential contractual obligations, VISCOM SE shall only be liable for typical and foreseeable damages. Liability for gross negligence, intent, and damages arising from injury to life, body, or health remains unaffected, as does mandatory liability under the Product Liability Act.

XVIII. Statute of Limitations

Claims arising from the contractual relationship expire after 1 year. This does not apply to liability claims resulting from gross negligence, intent, or damages arising from injury to life, body, or health.

XIX. Governing Law; Jurisdiction

1. The laws of the Federal Republic of Germany apply exclusively to these Terms and Conditions and the entire legal relationship between VISCOM SE and the Customer, to the exclusion of the UN Convention on the International Sale of Goods.
2. Insofar as legally permissible, Hanover Germany is agreed to as the exclusive jurisdiction for any and all disputes arising from the contractual relationship between VISCOM SE and the Customer. VISCOM SE is nonetheless entitled to bring an action against the Customer in the court of jurisdiction of his own company headquarters.

XX. Invalidity of Clauses

Should any of the above conditions in these Terms and Conditions be invalid, regulations which come the closest to accomplishing the desired commercial purpose and correspond to the interests of VISCOM SE and the Customer shall take effect in place of the invalid conditions. The remaining Terms and Conditions or agreements shall nevertheless remain in force.

XXI. Supplementary Provisions to the EU AI ACT (Artificial Intelligence)

1. **Background and objective**
   The EU AI ACT is the European law that regulates the development and use of AI systems within the European Union. The aim is to protect fundamental rights, health, and safety, and to promote the human-centered use of AI.
2. **Obligation on the part of VISCOM SE**
   VISCOM SE undertakes to develop, test, and operate all internal AI systems, tools, and services in accordance with the requirements of the EU AI ACT. These duties shall include in particular:
   - **Risk-based classification** of AI systems according to their area of application.
   - **Avoidance of prohibited practices**, in particular social scoring and manipulative AI.
   - **Transparency requirements**, e.g., identification of AI-generated content.
   - **Protection of user rights** through early risk minimization and transparent processes.
3. **Obligations of customers and end users**
   Customers and users undertake to use the AI systems provided exclusively in accordance with the provisions of the EU AI ACT, in particular:
   - correct use and documentation of the systems,
   - compliance with transparency requirements for reuse,
   - proper identification and documentation of AI-generated content.
4. **Anonymized data usage for product optimization**
   As part of quality improvement, VISCOM SE may use anonymized data for statistical purposes and to optimize AI-based products.
5. **Liability and scope**
   Liability on the part of VISCOM SE is governed by the General Terms and Conditions (Chapter XVII). These EU AI ACT provisions apply in addition to all AI-related services, products, and digital services provided by VISCOM SE.
6. **Final provisions**
   Should individual points of this supplement be invalid, the remaining provisions of the General Terms and Conditions shall remain unaffected.

Hanover, August 2025
VISCOM SE