

phil-vision GmbH

Terms and Conditions (T&C)

Effective as of: April 14, 2026

Version: 2.0

1. Scope

1.1 These General Terms and Conditions apply to all current and future deliveries, services, and offers provided by phil-vision GmbH (hereinafter "we" or "the Contractor") to business entities, legal entities under public law, or special funds under public law within the meaning of § 310(1) of the German Civil Code (BGB) (hereinafter "the Customer").

1.2 These GTC apply in particular to the delivery of hardware, components, image processing systems, software, software licenses, as well as to related services such as consulting, project planning, integration, commissioning, training, support, maintenance, and other services, unless otherwise stipulated in individual contracts.

1.3 Any conflicting, deviating, or supplementary General Terms and Conditions of the Customer shall not become part of the contract unless we have expressly agreed to their validity in writing. This requirement for consent applies in all cases, even if we perform deliveries or services without reservation while being aware of the Customer's General Terms and Conditions.

1.4 Individual agreements with the Customer, in particular those contained in offers, order confirmations, service descriptions, project contracts, or service level agreements, shall take precedence over these General Terms and Conditions.

1.5 If these General Terms and Conditions are available in both German and English, the German version shall prevail in case of doubt.

2. Offer, Conclusion of Contract, Contract Documents

2.1 Our offers are non-binding and subject to change unless they are expressly designated as binding.

2.2 A contract is only concluded upon our written order confirmation, the execution of a contract document, or the performance of the delivery or service.

2.3 Our order confirmation is exclusively decisive for the scope of the delivery or service we are obligated to provide. Side agreements, amendments, and supplements must at least be made in writing.

2.4 We reserve all ownership, copyright, and other intellectual property rights to all documents, calculations, drawings, plans, specifications, offers, software, test versions, and other information provided to the Customer. Such documents may not be reproduced, made available to third parties, or used for purposes other than those specified in the contract without our prior consent.

2.5 If a contract is not concluded, the Customer must immediately return all documents and data carriers provided to us or delete digital copies, provided that no statutory retention obligations preclude this.

3. Subject Matter of the Contract, Services, and Partial Services

3.1 The specific scope of services is set forth in the respective offer, the order confirmation, and any service descriptions.

3.2 We provide consulting, integration, training, project planning, commissioning, support, and other services—unless a contract for work and services or a specific result has been expressly agreed upon—as services. A specific economic or technical result is only owed if this has been expressly agreed upon in writing.

3.3 We are entitled to make partial deliveries that are technically or organizationally reasonable, provided this is reasonable for the Customer.

3.4 We reserve the right to make deviations from offers, product descriptions, or documentation that are technically necessary, customary in the trade, or irrelevant to functionality, provided they are reasonable for the Customer.

4. Customer's Obligations to Cooperate

4.1 The Customer shall provide all cooperation required for the performance of the contract in a timely, complete, and free-of-charge manner. This includes, in particular, the provision of contact persons, information, documentation, data, samples, test environments, access, approvals, power, network, and IT infrastructure, as well as other necessary prerequisites.

4.2 To the extent that services are to be performed at the Customer's premises or in the Customer's vicinity, the Customer shall ensure that the necessary technical, organizational, and security-related requirements are in place in a timely manner.

4.3 Delays or additional expenses resulting from late, incorrect, or incomplete cooperation on the part of the Customer shall be borne by the Customer. Agreed deadlines shall be extended appropriately. We may charge for any additional expenses incurred at the agreed rates or, alternatively, at the standard rates.

4.4 The Customer is responsible for the proper backup of data on their systems. Prior to installations, updates, system interventions, or other work, the Customer must, on their own responsibility, perform a data backup appropriate to the risk.

5. Prices, Incidental Costs, Terms of Payment

5.1 Our prices are ex works or ex our place of business, plus statutory sales tax, packaging, shipping, travel expenses, incidental costs, and other ancillary costs, unless expressly agreed otherwise.

5.2 Unless otherwise agreed, invoices are due for payment without deduction within 14 days of the invoice date.

5.3 A discount is granted only upon express written agreement.

5.4 For services, support, consulting, integration, or development services, billing is based on actual time and materials, unless a fixed price has been expressly agreed upon.

5.5 If the Customer defaults on payment, the statutory provisions shall apply. We are entitled to claim default interest at the statutory rate as well as further damages resulting from the default.

5.6 If, after the conclusion of the contract, circumstances become apparent that are likely to significantly impair the Customer's creditworthiness or jeopardize our payment claims, we are entitled to perform any outstanding deliveries or services only against advance payment or the provision of security. After the fruitless expiration of a reasonable grace period, we may withdraw from the contract in whole or in part.

5.7 Unless a fixed-price agreement has been made, we reserve the right to make reasonable price adjustments if more than three (3) months elapse between the conclusion of the contract and the provision of services and, in particular, if labour, material, procurement, energy, transportation, or distribution costs change significantly.

6. Set-off, Retention, Assignment

6.1 The Customer may only set off undisputed, legally established, or ready for decision counterclaims.

6.2 The Customer is only entitled to exercise a right of retention to the extent that their counterclaim is based on the same contractual relationship.

6.3 The assignment of the Customer's claims against us requires our prior written consent. §354a of the German Commercial Code (HGB) remains unaffected.

7. Delivery and Performance Deadlines, Default, Force Majeure

7.1 Delivery and performance deadlines are binding only if we have expressly confirmed them in writing and the Customer has properly fulfilled all necessary obligations to cooperate.

7.2 Deadlines shall not commence until all commercial and technical issues have been clarified, agreed-upon down payments have been received, and the Customer has provided all necessary documents, approvals, and information.

7.3 In the event of requests for changes or additions by the Customer, agreed deadlines shall be extended accordingly.

7.4 Events of force majeure or other unforeseeable circumstances for which we are not responsible, in particular operational disruptions, strikes, lockouts, supplier failures, shortages of raw materials or energy, transportation disruptions, pandemics, governmental measures, cyberattacks, or similar events, shall extend agreed deadlines for the duration of the disruption plus a reasonable restart period. If the disruption lasts longer than three months, we are entitled to withdraw from the contract with respect to the part not yet fulfilled. In this case, the Customer shall only have a right of withdrawal after the fruitless expiration of a reasonable grace period of at least four weeks set by the Customer following the end of the three-month period.

7.5 If the Customer is in default of acceptance or violates other obligations to cooperate, we are entitled to demand compensation for the damage incurred by us as a result, including additional expenses. We reserve the right to assert further claims.

8. Terms of Delivery, Transfer of Risk, Shipping, Acceptance

8.1 Unless expressly agreed otherwise in individual cases, deliveries shall be made EXW (Ex Works) from our place of business in accordance with Incoterms® 2020. The Customer shall bear all costs and risks of transport from the time the goods are made available at our place of business.

8.2 Packaging is carried out at our reasonable discretion. The costs for packaging, shipping, freight, transport insurance, customs clearance, and other ancillary shipping costs shall be borne by the Customer, unless expressly agreed otherwise.

8.3 The Customer is responsible for obtaining transport insurance. We will only take care of transport insurance upon the Customer's express instruction and at the Customer's expense.

8.4 In the case of partial deliveries pursuant to Section 3.3, each partial delivery shall be deemed a separate delivery for the purposes of this section. Each partial delivery may be invoiced separately.

8.5 For deliveries of goods, the risk of accidental loss or deterioration passes to the Customer upon handover to the freight forwarder, carrier, or other third party designated to carry out the shipment, but no later than when the goods leave our factory or warehouse. This applies even if we bear the shipping costs or partial deliveries are made.

8.6 If shipment, handover, installation, or commissioning is delayed for reasons attributable to the Customer, the risk shall pass to the Customer upon notification that the goods are ready for shipment or that the service is ready to be performed.

8.7 To the extent that acceptance is required by law or contract, the service shall be deemed accepted if

- a) acceptance has taken place,
- b) we have set the Customer a reasonable deadline for acceptance after completion, and
- c) the Customer does not refuse acceptance within this period, specifying at least one material defect.

8.8 The Customer's productive use of the service shall be deemed acceptance, provided that no material defects preclude such acceptance.

9. Retention of Title

9.1 Delivered goods remain our property until full payment of all current and future claims arising from the business relationship.

9.2 The Customer is obligated to treat the goods subject to retention of title with due care and—to the extent reasonably necessary—to insure them at their own expense against theft, fire, water damage, and other damages.

9.3 In the event of confiscations, seizures, or other interventions by third parties, the Customer must immediately notify us in writing and inform the third party of our ownership.

9.4 The Customer is revocably entitled to resell the goods subject to retention of title in the ordinary course of business. The Customer hereby assigns to us, in advance, the claims arising from the resale in the amount of the final invoice amount, including sales tax. We accept the assignment.

9.5 In the event of the Customer's breach of contract, in particular in the event of default in payment, we are entitled to withdraw from the contract in accordance with statutory provisions and to demand the return of the goods subject to retention of title.

10. Software, Rights of Use, License Terms

10.1 To the extent that we deliver or provide standard software, custom software, software modules, firmware, configurations, documentation, updates, or other digital content, the Customer receives a simple, non-exclusive, non-transferable right of use to the agreed extent.

10.2 The specific scope of use is primarily determined by the offer, the order confirmation, or separate license terms. In the absence of an express provision, the right of use is limited to contractual use within the Customer's own business operations.

10.3 The Customer may reproduce the software only to the extent necessary for its intended use. Permitted backup copies may be created only in the necessary number and used exclusively for backup purposes.

10.4 The Customer is not authorized to modify, decompile, disassemble, reverse engineer, or make the software or documentation available to third parties without our prior authorization, unless this is expressly permitted by law.

10.5 License keys, access data, and other activation information must be treated as confidential and protected against unauthorized access.

10.6 To the extent that software or services from third-party manufacturers are part of our delivery or service, the license and terms of use of the respective third-party manufacturer shall apply in addition. We will inform the Customer of this to a reasonable extent.

10.7 Our deliveries and services may contain open-source software components, each of which is subject to its own license terms. If and to the extent that open-source license terms conflict with the provisions of these General Terms and Conditions or individual agreements, the respective open-source license terms shall prevail in such cases. Upon request, we will inform the Customer about the open-source components included in the delivery and the applicable license terms. It is the Customer's responsibility to independently verify the compatibility of the open-source licenses with the Customer's intended use. We make no warranty that the open-source components contained in our products are suitable for a specific purpose of the Customer or do not infringe the rights of third parties, to the extent that this goes beyond the use intended by us.

10.8 In the event of culpable, material breaches of the agreed usage rights, we may, following a prior warning, terminate or suspend the usage rights for good cause, provided that no mandatory legal provisions preclude this. We reserve the right to assert further claims.

11. AI-Based Services and Machine Learning

11.1 To the extent that our deliveries or services include components of artificial intelligence (AI) or machine learning (ML), in particular image recognition, classification, or analysis functions, the provisions of this section shall apply in addition.

11.2 AI/ML-based services deliver results based on statistical models and probabilistic methods. Unless a specific recognition rate, accuracy, or performance level has been expressly guaranteed in writing, we do not owe any specific recognition rate, classification accuracy, or other measurable result quality. Information regarding recognition rates in offers, presentations, or documentation constitutes non-binding guidelines determined under ideal test conditions.

11.3 The quality of the results from AI/ML systems depends significantly on the quality, completeness, and representativeness of the input data, training data, and test data, as well as on the conditions of use. The Customer is solely responsible for providing suitable input data and for evaluating and using the results.

11.4 Results from AI/ML systems do not constitute legally binding decisions, expert opinions, diagnoses, or evaluations. The Customer is responsible for independently reviewing and validating AI-supported results prior to their use in decision-making processes. Direct automated decision-making based on our AI/ML services without human review is at the Customer's sole risk.

11.5 The Customer is responsible for complying with the regulatory requirements applicable to its use case, in particular those under Regulation (EU) 2024/1689 (AI Regulation / AI Act), to the extent applicable. Upon request, we will support the Customer to a reasonable extent with technical information regarding our systems, provided this is separately agreed upon.

11.6 To the extent that we train AI/ML models as part of the provision of services, ownership and all rights to the trained models, their parameters, weightings, and architectures remain with us, unless expressly agreed otherwise in writing. The rights to training data provided by the Customer remain with the Customer; we receive a non-exclusive right of use to perform the contractually agreed service.

12. Intellectual Property Rights and Legal Defects

12.1 Subject to the provisions of this section, we warrant that the contractual use of our services in Germany does not infringe any third-party intellectual property rights.

12.2 If the Customer faces a claim for infringement of intellectual property rights, the Customer must immediately notify us in writing and, to the extent permitted, grant us sole control over the defence, settlement negotiations, and any remedial measures.

12.3 In such a case, we are entitled, at our discretion, to

- a) obtain a license for the Customer,
- b) modify the affected service so that no infringement of intellectual property rights exists, or
- c) replace the service with an equivalent service that does not infringe the rights of third parties.

12.4 If such a remedy is not possible with reasonable effort, either party may terminate the affected part of the service or withdraw from the affected part of the contract. We shall pay damages in accordance with these General Terms and Conditions.

12.5 We shall not be liable for infringements of intellectual property rights to the extent that such infringements result from the fact that the service was created in accordance with the Customer's specifications, was modified by the Customer or third parties, or is used in conjunction with components not supplied by us in a manner that causes the infringement.

13. Rights in Case of Defects, Obligations to Inspect and Give Notice of Defects

13.1 The Customer must inspect delivered goods and services immediately in accordance with § 377 HGB and report any apparent defects in writing without undue delay. Hidden defects must be reported in writing immediately upon discovery.

13.2 In the case of software, the inspection includes, in particular, a check of completeness, basic functionality, and the essential agreed-upon functions, to the extent this is possible in the ordinary course of business.

13.3 In the case of justified defects reported in a timely manner, we shall, at our discretion, provide subsequent performance by repair, replacement, or re-performance.

13.4 If the subsequent performance ultimately fails or is unreasonable for the Customer, the Customer may reduce the purchase price or withdraw from the contract in accordance with statutory provisions. Section 14 applies exclusively to claims for damages.

13.5 Claims for defects do not apply, in particular, in the case of

- a) insignificant deviations from the agreed quality,
- b) only minor impairment of usability,
- c) natural wear and tear,
- d) improper use, operation, installation, or maintenance,
- e) incorrect or incomplete specifications provided by the Customer,
- f) modifications or interventions by the Customer or third parties, provided that these are the cause of the defect.

13.6 Unless otherwise agreed, claims for defects shall become time-barred twelve months after the transfer of risk or after acceptance, to the extent permitted by law. The statutory limitation periods shall apply to claims for damages arising from intent, gross negligence, injury to life, limb, or health, as well as under the Product Liability Act.

13.7 Claims for reimbursement of expenses incurred for the purpose of subsequent performance are excluded to the extent that such expenses increase because the subject matter of the contract was subsequently moved to a location other than the original place of use, unless such movement corresponds to the intended use.

14. Liability

14.1 We are liable without limitation

- a) in cases of intent and gross negligence,
- b) for culpable injury to life, limb, or health,
- c) in accordance with the provisions of the Product Liability Act,
- d) to the extent of an expressly assumed warranty,
- e) to the extent that liability is mandatory under law.

14.2 In the event of a breach of material contractual obligations due to simple negligence, our liability is limited to the damage typical for the contract and foreseeable at the time of conclusion of the contract. Material contractual obligations are those obligations whose fulfilment is essential for the proper performance of the contract and on whose compliance the Customer may regularly rely.

14.3 In the cases described in Section 14.2, our liability per claim is limited to the amount of the net remuneration agreed for the respective individual order, up to a maximum of EUR 50,000.00 (fifty thousand euros). Our total liability for all claims arising from a contractual relationship within a calendar year is limited to twice the aforementioned per-claim limit.

14.4 In cases of simple negligence, we shall be liable only for breaches of material contractual obligations pursuant to Section 14.2; otherwise, our liability is excluded.

14.5 To the extent that our liability is limited or excluded, this also applies in favour of our legal representatives, employees, vicarious agents, and subcontractors.

14.6 We are liable for data loss—except in cases of intent or gross negligence—only up to the amount of the typical restoration costs that would have been incurred had the Customer performed proper and regular data backups.

14.7 Strict liability for initial defects is excluded to the extent permitted by law.

15. Support and Maintenance

15.1 If a separate Service Level Agreement (SLA) has been concluded between the parties, the scope, response times, availability, and other support services shall be governed primarily by the respective SLA.

15.2 In the absence of a separate SLA, we provide support services based on availability and within our standard business hours (Monday through Friday, 9:00 AM to 4:00 PM. CET, excluding public holidays at our place of business). In this case, there is no entitlement to specific response or resolution times.

15.3 Maintenance and support contracts have—unless otherwise agreed—a minimum term of twelve months and are automatically extended for additional twelve-month periods unless terminated in writing with three months' notice prior to the end of the respective term.

15.4 We are entitled to adjust the terms and conditions for maintenance and support contracts, in particular the remuneration, with three months' notice prior to the respective renewal date. If the Customer objects to the adjustment within four weeks of receiving the notice of change, the contract shall terminate at the end of the current contract term.

15.5 We reserve the right to discontinue support for products or software versions after providing reasonable notice of end-of-support (at least six months). In this case, our obligation to provide services for the affected products or versions shall cease upon expiration of the notice period.

16. Confidentiality

16.1 The Customer undertakes to treat all confidential information, trade secrets, and business secrets of ours that come to its knowledge in connection with the initiation and performance of the contract as confidential for an indefinite period.

16.2 Confidential information may only be disclosed to employees and third parties who require it for the performance of the contract and who are themselves bound by confidentiality obligations.

16.3 Information shall not be considered confidential if

- a) is generally known or becomes generally known without a breach of this provision,
- b) was already lawfully known to the recipient,
- c) is lawfully disclosed to the recipient by third parties not bound by a confidentiality obligation,
- d) was developed independently by the recipient without reference to confidential information,
- e) must be disclosed due to statutory provisions, an official order, or a court decision; in this case, the other party must be informed in advance, to the extent permitted by law.

17. Compliance, Export Control

17.1 The Customer undertakes to comply with the applicable export control, sanctions, foreign trade, and import regulations of the Federal Republic of Germany, the European Union, and—where applicable—other relevant legal systems.

17.2 The Customer shall not use, export, or transfer goods, software, or technologies supplied by us in any manner that violates applicable export control or sanctions laws.

17.3 Our obligation to perform is subject to the proviso that there are no obstacles to performance due to national or international provisions of foreign trade law, export control law, sanctions law, or other mandatory legal provisions.

18. Data Protection

18.1 To the extent that we process personal data in connection with the performance of the contract, the parties shall comply with the applicable data protection regulations.

18.2 To the extent that data processing on behalf of a client is necessary for the provision of services, the parties shall enter into a separate agreement regarding such processing prior to the commencement of processing.

18.3 Additional information on data protection may be provided in our privacy policy in its currently valid version.

19. Retention and Deletion of Project Data

19.1 We will retain project-related data, configurations, calibration data, and other technical documentation created or received in connection with the provision of services for a period of five years from acceptance or the last provision of services, unless statutory retention periods require longer retention.

19.2 Upon expiration of the retention period, we are entitled to delete all project data without separate notification to the Customer. The Customer may request the return of their data in a standard format prior to the expiration of the retention period; the effort required for this will be billed at the agreed-upon rates or, alternatively, at standard rates.

19.3 Archiving beyond the aforementioned period may be agreed upon separately and will be compensated on a time-and-materials basis.

20. Final Provisions

20.1 The law of the Federal Republic of Germany applies, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

20.2 The place of performance for all services is our registered office, unless mandatory statutory provisions provide otherwise.

20.3 The exclusive venue for all disputes arising from and in connection with the contractual relationship is—to the extent permitted by law—our registered office. However, we are also entitled to sue the Customer at the Customer's general venue.

20.4 Amendments and supplements to contracts, as well as legally relevant declarations and notices, must be made in writing, unless a stricter form is required by law.

20.5 Should any provision of these Terms and Conditions be or become invalid, unenforceable, or incomplete, in whole or in part, the validity of the remaining provisions shall remain unaffected. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision that most closely approximates the economic purpose of the original provision. The same applies in the event of a gap in the provisions.