

Warranty Terms and Conditions of viscan GmbH – B2B Warranty and Service Packages

§1 Scope of Application

These Warranty Terms and Conditions apply exclusively 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. They supplement the respective quotations, order confirmations, service descriptions, contracts, and the General Terms and Conditions of viscan GmbH. Individual agreements shall always take precedence. Manufacturer warranties, as well as third-party license, service, usage, and support terms, shall apply solely in accordance with the respective third-party provider's conditions and shall not be extended by these Warranty Terms and Conditions.

§2 Distinction from Statutory Warranty

- (1) The statutory liability for defects (warranty) shall be governed by the respective contract, the General Terms and Conditions of viscan GmbH, and the applicable statutory provisions. To the extent effectively agreed in B2B transactions, in particular through the General Terms and Conditions of viscan GmbH, warranty rights and limitation periods may be restricted; in particular, the warranty period for material defects and defects of title is generally limited to twelve (12) months from delivery, provision, or acceptance, unless mandatory statutory provisions provide otherwise.
- (2) A warranty is a voluntary service provided in addition to the statutory warranty. The content, scope, term, exclusions, response times, service levels, and compensation shall be determined exclusively by these Warranty Terms and Conditions and the respective warranty or service package purchased. A warranty shall only be granted if it has been expressly confirmed in text form or agreed as part of a purchased package.

§3 Guarantor

The Guarantor is:
viscan GmbH, Am Wallgraben 144, 70565 Stuttgart, Germany

§4 Scope of Warranty Coverage

- (1) The scope of warranty coverage shall be determined by the respective package purchased. Unless an additional agreement has been expressly concluded, only the Basic package shall apply. Warranty services shall be provided at the sole discretion of Viscan GmbH by means of repair, replacement, re-provision, defect correction, workaround, or any other reasonable remedial measure. The Customer shall have no right to demand a specific type of remedy unless expressly agreed otherwise. Warranty services may include, in particular:
 - Repair of the defective product, or
 - Replacement by delivery of an equivalent replacement device.
- (2) The Basic package is included in the product price and, in the event of a recognized warranty claim, is limited to repair or replacement through the service center. In particular, on-site service, loan or replacement devices, express processing, training, data recovery, project support, integration services, and any other services are not included unless separately agreed and remunerated. The warranty coverage applies to:
 - Hardware components as specified in the quotation
 - Agreed software modules (if included)
 - Defined system functions as described in the respective service specification or statement of work.

- (3) For software, SaaS, cloud, and interface services, any warranty shall cover only those functionalities expressly agreed upon in the respective service specification. Unless otherwise agreed under a separate Service Level Agreement (SLA), no warranty is provided for availability, response times, recovery times, uninterrupted operation, or compatibility with third-party systems, third-party software, third-party hardware, or customer-specific system environments.
- Correction of reproducible software defects
 - Provision of updates within standard maintenance cycles
- (4) Public statements made by manufacturers, suppliers, or third-party providers, as well as technical data sheets, product illustrations, advertising claims, or other third-party information, shall not constitute a warranty by Viscan GmbH unless such statements have been expressly adopted by Viscan GmbH as its own warranty in text form.

§5 Warranty Period

- (1) The warranty period shall be determined by the respective warranty package purchased:
- **Basic:** 12 months from the transfer of risk, delivery, or provision of the product or service; the scope of coverage shall be limited exclusively to the services defined in Section 4.
 - **Professional:** Warranty extension to a total period of 36 months, with the option to extend by up to an additional 24 months, provided that such extension is agreed before the expiration of the then-current warranty period.
 - **Premium:** Warranty and service package for critical projects, with a term as specified in the quotation, typically 36 months, and optionally extendable by individual agreement.
- (2) The warranty period shall commence upon the transfer of risk, delivery, or provision of the respective product or service. In the case of software, SaaS, and cloud services, the warranty period shall commence upon the provision of access or the productive availability of the service. Any repair, replacement, or other warranty service shall not result in the recommencement or extension of the warranty period unless expressly agreed otherwise.

§6 Warranty Exclusions

The following shall be excluded from warranty coverage unless expressly agreed otherwise in the respective package:

- Wear and tear parts (e.g., batteries, mechanically stressed components)
- Damage caused by improper use, operating errors, or failure to follow operating, maintenance, storage, or care instructions
- Damage caused by external influences, including but not limited to drops, breakage, moisture, weather conditions, power surges, fire, transportation damage, vandalism, or force majeure
- Use of unauthorized software or components
- Modifications or repairs carried out by the Customer or third parties
- Compatibility issues with third-party systems
- Data loss
- Availability, performance, integration, or interface issues to the extent caused or contributed to by third-party providers, public networks, hosting or cloud service providers, the Customer's systems, or the Customer's failure to cooperate.

§7 Warranty Services and Claims Procedure

- (1) Warranty claims must be reported in text form without undue delay after the occurrence or discovery of the defect. The notification must include a comprehensible description of the defect, the affected serial numbers, software versions, system environment, operating conditions, relevant log files, and any other information required to assess the claim.
- (2) viscan GmbH shall be entitled to first conduct a remote analysis, plausibility check, or defect reproduction. For this purpose, the Customer shall provide the necessary access rights, information, contact persons, test data, log files, and system access in a timely manner and free of charge.
- (3) Repairs shall be performed:
 - At the service center, or
 - On-site at the Customer's premises, if agreed separately
- (4) Transportation costs shall be borne:
 - Under the Basic package: by the Customer
 - Under extended warranty packages: in accordance with the respective service description
- (5) Any entitlement to a loan or replacement device, on-site service, expedited processing, specific response times, or specific recovery times shall exist only if expressly agreed as part of the purchased warranty or service package.

§8 Extended Warranty and Service Packages

- (1) The Customer may purchase additional warranty extensions for a fee under a separate agreement.
- (2) The Professional Package is the enhanced standard package for customers with increased service requirements. It may include, in particular, the following services:
 - Warranty extension to 36 months, with the option to extend for up to an additional 24 months
 - Priority support compared to Basic customers, including telephone support during the agreed support hours
 - Limited on-site service by prior arrangement (*Note: travel expenses, waiting time, and incidental costs may be charged separately*)
 - Optional loan or replacement device, subject to availability and an additional charge
 - Partial coverage of defined electronic and sensor-related defects, including GNSS antennas or comparable components, excluding cases of intent, gross negligence, improper use, and other excluded causes of damage.
- (3) The Premium Package is intended for critical projects, enterprise customers, and time-sensitive operational environments. It may include, in particular, Total Care services, enhanced protection including optional accidental damage coverage, provision of a replacement device within 48 hours, on-site service, remote maintenance, guaranteed updates, training services for new personnel, as well as defined SLA commitments and service availability guarantees, provided these have been expressly agreed in the quotation. Travel expenses and third-party costs shall only be included if expressly agreed.
- (4) Compensation shall be determined in accordance with the respective quotation. As a non-binding pricing model, Professional Packages may be offered at 10% per annum of the hardware value or, in the case of software, 10% of the relevant base costs. Premium Packages may be offered at 20% per annum of the hardware value or project volume. Any deviating prices, discounts, prepayment models, and contract terms shall require an express agreement. Base fees, storage costs, hosting fees, manufacturer costs, license fees, and third-party provider costs are included only if expressly agreed.

§9 Limitation of Liability in Connection with Warranty Services

- (1) The liability provisions of the General Terms and Conditions of Viscan GmbH, in particular Section 9 of the GTC, shall apply accordingly to any liability arising in connection with warranty services. A warranty shall extend the liability of Viscan GmbH only to the extent expressly provided for in the respective warranty package.
- (2) In particular, Viscan GmbH shall not be liable for:
 - Production downtime
 - Loss of profit
 - Project delays
 - Indirect or consequential damages
- (3) Mandatory statutory liability provisions shall remain unaffected, in particular liability for damages arising from injury to life, body, or health, intent, gross negligence, claims under the German Product Liability Act (Produkthaftungsgesetz), and any guarantees expressly assumed by viscan GmbH.

§10 Customer Obligations to Cooperate

The Customer shall be obliged to:

- Report defects without undue delay
- Provide a detailed description of the defect
- Grant access to systems where required (for software and cloud services)
- Comply with all maintenance, operating, and usage requirements and guidelines

§11 Final Provisions

- (1) Any amendments, supplements, or ancillary agreements relating to these Warranty Terms and Conditions must be made in text form, unless a stricter form is required by law. Individual agreements, quotations, order confirmations, service descriptions, and expressly agreed Service Level Agreements (SLAs) shall take precedence.
- (2) The laws of the Federal Republic of Germany shall apply.
- (3) To the extent permitted by law, the place of jurisdiction shall be the registered office of the Guarantor.
- (4) Should any provision of these Warranty Terms and Conditions be or become wholly or partially invalid, unenforceable, or incomplete, the validity of the remaining provisions shall remain unaffected. The statutory provisions shall replace any invalid, unenforceable, or incomplete provision.