



General Terms and Conditions and Software License Terms for Software as a Service – SaaS

Status: December 2025



Germanedge

Solutions GmbH

Martin-Luther-Ring 13
04109 Leipzig
Germany

Tel.: +49 341 230 89-00
Fax: +49 341 230 89-01
info@germanedge.com
www.germanedge.com

Confidential

Registration Court
Leipzig HRB 28318

Table of Contents

1	Content and Contract Conclusion	3
2	Subject Matter of the Contract, Services of Germanedge	3
3	Extent of Use/Rights to the Software	5
4	Remuneration and Payments	6
5	Responsibilities and Obligations of the Customer	8
6	Customer Data and Data Protection	8
7	Claims for Defects	9
8	Third Party Rights, Indemnification	10
9	Liability	11
10	Term and Termination	11
11	Return and Deletion	12
12	Closing Provisions	13

1 Content and Contract Conclusion

1.1 Scope

These General Terms and Conditions and License Terms ("GTC") apply to all contractual relationships between the companies of the Germanedge Group, in particular the Germanedge GmbH, Germanedge Solutions GmbH, Germanedge Development GmbH, QDA Solutions GmbH and the further companies affiliated with them in the meaning of §§ 15 et seq. of the German Stock Corporation Act (the contracting company hereinafter referred to as "Germanedge"), and their Customers ("Customer") with regard to the provision of software for the use via Internet (Software as a Service - SaaS) limited to the term of the contract.

For the corresponding provision of individual software products, the underlying offer from Germanedge ("Offer") applies in addition. Germanedge does not provide its services for consumers, but exclusively for the purposes of the commercial or independent professional activity of the Customer

1.2 No Deviating Terms and Conditions

For Agreements with Germanedge as well as for pre-contractual obligations, these Terms and Conditions shall apply exclusively. Customer's general terms and conditions (or similar) shall not apply, even if they are attached to requests for an offer, orders, declarations of acceptance, etc., and regardless of whether Germanedge expressly objects to them in any individual case. They shall only apply insofar as they have been explicitly accepted by Germanedge in writing.

1.3 Conclusion of the Contract

The contract is concluded when the Customer accepts the offer from Germanedge. Offers are considered accepted when the Customer sends a purchase order or returns the signed offer to Germanedge in due time (also by fax or email) or otherwise indicates that he accepts the offer, or in case of an order via the Germanedge online marketplace by sending the binding order.

2 Subject Matter of the Contract, Services of Germanedge

2.1 Subject matter of the contract

The subject matter of the contract established on the basis of these Terms and Conditions and the underlying offer is the temporary provision of the software product designated and described in more detail in the offer ("Software"), limited to the term of the contract, and the granting of rights of use in this respect in accordance with clause 3 below The Software is only provided in machine code (binary license), not in source code.

2.2 Delivery/Provision

Germanedge makes the software product ("Software") available to the customer for use via the Internet ("Service"). After the customer has placed a legally binding order, Germanedge will provide the customer with the access data required to use the contractual service.

2.3 **Installation/Customization**

The software is operated on servers in a data center used by Germanedge. An adaptation or modification of the software, in particular a configuration or reprogramming according to the customer's wishes, is not owed. Corresponding services are to be agreed and remunerated separately.

2.4 **Availability**

Germanedge provides the service to the customer according to the description of services and the corresponding service levels specified in the offer. The customer is responsible for the internet connection between the customer and the data centre, as well as for the necessary hardware and software (e.g. PC, network connection, browser). Germanedge provides its service at the data centre's connection point to the internet. Germanedge is only liable for the non-compliance of the agreed availability as far as the downtimes are its responsibility. Germanedge is not liable for availability restrictions due to network and power failures outside of Germanedge's sphere of influence, failures due to force majeure or failures caused by the customer.

The availability of the service is 99.5% on an annual average. A calendar year is used for the calculation. Availability is calculated as follows:

$$\text{Availability (\%)} = 1 - \text{sum of downtimes (hours)} / (365 \times 24 \text{h})$$

Downtimes are times when the service is unavailable caused at no fault of the customer or by force majeure. Errors affecting partial functions of the service are not counted as unavailability. Service unavailability during scheduled maintenance windows is not considered downtime and is not included in the calculation of measured availability.

If the guaranteed availability of the service is not adhered to, the customer can claim compensation for loss of use from Germanedge. The amount is calculated as follows:

Compensation = agreed annual usage fee multiplied by (annual average availability in percent minus actual availability in percent).

Compensation can either be paid as a service credit or credited in the following year. The maximum compensation is 75% of the annual usage fee. If the customer is entitled to compensation greater than 75%, the customer has the right to terminate the contract for cause.

Non-availability of the service during the predefined maintenance windows or as part of emergency maintenance, e.g. to rectify an important security vulnerability, is not considered as downtime and shall not be considered for the calculation. The respective details result from the service level description attached to the offer.

Compensation paid by Germanedge is to be credited against any further claims for damages or reduction by the customer due to the unavailability of the service.

2.5 **Maintenance window**

Regular maintenance: The maintenance windows for regular maintenance are agreed with the customer in advance. The maintenance windows required to maintain the service (downtime) should not affect more than 0.5% of the production time.

Emergency maintenance: Maintenance for security or stability reasons can also be carried out by Germanedge at short notice during production times.

2.6 Back-up

Backups of files and databases are made every 24 hours. These are kept for a period of 14 days and are deleted after that period. The backups are kept in an alternative data centre or availability zone, separate from the original data processing. Data is transferred exclusively via encrypted connections (SSL or SSH).

2.7 Support

Germanedge shall provide accompanying maintenance and support services for the customer in accordance with the “Germanedge Service Terms for Software Maintenance, Support and Application Management”. The scope of services includes both software maintenance and software support. In addition, Germanedge shall use separate environments for production (customer system), testing and development and shall monitor the customer environment provided and keep software versions up to date. Updates to the environment are carried out in accordance with the provisions of section 2.5 Maintenance windows.

The support services do not include general know-how transfer, training, configuration and implementation or customised documentation or adaptation of the software.

2.8 Documentation

Unless agreed upon otherwise, Germanedge only owes the provision of an installation/access manual and user documentation as online help or PDF user manual. Further documentation, training or instruction services are to be agreed and remunerated separately.

2.9 Changes in performance/Modification

Germanedge is only obliged to change or adapt the software if such a change or adaptation is necessary for the maintenance of the software according to the state of the art. Otherwise Germanedge is only obliged to change, adapt and further development of the software, if the parties agree on this separately. In the absence of such a separate agreement, Germanedge is in particular not obliged to further development of the software.

3 Extent of Use/Rights to the Software

3.1 Right of Use

Upon full payment of the fees to be paid according to clause 4.2, Germanedge grants the customer the non-exclusive, non-transferable and (unless expressly agreed otherwise in the offer) non-sublicensable right, limited in time to the contractual term, to access the software via the internet and to use it as intended in unmodified form within the scope of the licence stated in the service.

The permitted types of use (in particular the agreed use cases for which the software may be used) as well as the permitted scope of use (depending on the agreed type of licence - e.g. the maximum number of users or - in the case of floating licences - the number of users who

may use the licensed software simultaneously, the permitted data volumes and/or environments and/or the number of instances for which the software may be used)(together the "Scope of Licence") are defined in the underlying service offer from Germanedge

3.2 **Ownership**

The Customer acknowledges that Germanedge is the exclusive owner of all rights to the licensed software in relation to the Customer and that the Customer is not entitled to any rights to the software unless such rights have been expressly granted to the Customer on the basis of these General Terms and Conditions or by other written agreement between the parties.

3.3 **Reverse Engineering**

Except under the statutory conditions (e.g. according to §§ 69d, 69e UrhG) and for the purposes expressly provided for by law, the Customer is not permitted to analyse, disassemble, decompile or otherwise attempt to derive or determine the source code or logic of the software or individual parts thereof by reverse engineering.

3.4 **Outsourcing/Use by service providers**

The Customer shall have the right to engage a third party (e.g. by way of outsourcing) to use the Software or for the purpose of performing other types of outsourcing services requiring the use of the Software on behalf of the Customer, provided that such third party may use the Software solely for the purpose of performing the contract with the Customer and only to the extent of the licence agreed with the Customer - and not for its own other business purposes.

3.5 **No use by other third party**

The Customer is not entitled to make the software available to third parties for use, either in return for payment or free of charge. In particular, the Customer is prohibited from lending, renting or otherwise sub-licensing the software to third parties, reproducing it publicly or making it publicly accessible.

3.6 **Overuse/Re-Licensing**

If the Customer uses the licensed software to an extent that exceeds the acquired rights of use qualitatively (regarding the type of use permitted) or quantitatively (with regard to the number of licences acquired), the Customer shall immediately acquire the rights of use necessary for the permitted use.

4 **Remuneration and Payments**

4.1 **Fees**

The fees to be paid by the customer for the use of the software as well as the billing modalities result from the contracted service. The remuneration consists of a fixed monthly basic fee and a monthly usage fee depending on the ordered scope of the licence. The SaaS fee includes Software Maintenance and Software Support according to clause 2.7.

4.2 **Fee Calculation**

The usage fee shall be due in full in advance at the beginning of the contract for the Initial Term (see clause 10.1) and thereafter at the beginning of each Renewal Term (see clause 10.1). An increase of the ordered licence scope (or change to a higher service package) is possible at any time, a reduction (or change to a lower service package) is only possible with effect from the end of the Initial or a Renewal Term or earlier only upon consent of Germanedge. In case of an increase of the ordered licence scope within the Initial or a Renewal Term, the additional fees will be invoiced proportionally. For the extension of the licence scope, the prices according to the price list valid at the time of ordering the additional licence scope apply.

4.3 **Price Adjustments**

The fees are valid for the duration of the Initial term (see clause 10.1). After expiry of the Initial Term, Germanedge is entitled to adjust the fees annually with a 90 days' written notice (in each case an "Annual Adjustment"), with the provision, that the Contract Fees applicable to the preceding twelve-month period prior to the effective date of the Annual Adjustment shall not increase by more than (i) 5% or (ii) the change in the Consumer Price Index (CPI) published by the Federal Statistical Office (Destatis) for Germany, where the change is expressed as a percentage change from the CPI in effect at the time of the conclusion of the Contract or the effective date of the last annual adjustment; the higher value shall be decisive. If the Federal Statistical Office no longer publishes the aforementioned consumer price index (CPI), it shall be replaced by the comparable price index of the Federal Statistical Office which is economically closest to it or, alternatively, by the corresponding price index for Germany published by the European Statistical Office.

4.4 **Invoicing**

Germanedge will invoice the customer for the fees at the billing intervals and payment methods specified in the ordered service. The invoiced fees shall be due for payment within 30 days after receipt of the invoice. Invoices are sent by e-mail. There is no entitlement to digitally signed invoices. Germanedge is at liberty to also send invoices by post. However, the customer only has a claim to sending an invoice by post if the customer requests the invoice from Germanedge.

4.5 **Net Prices**

All prices stated are to be understood as net in EUR subject to the applicable statutory value added tax and exclusive of any applicable taxes, fees, duties, licenses or levies.

4.6 **Delay in Payment**

If the customer is in delay with the payment of the due fees or a not insignificant part of the due fees for two calendar months; or in a period that extends over more than two months, with the payment of the fees in an amount that reaches double of a monthly basic fee plus usage fee, Germanedge is entitled to terminate the contract for cause after a corresponding written notification (by e-mail or by letter).

5 Responsibilities and Obligations of the Customer

5.1 Duty of Care

The Customer is obliged to take appropriate measures to ensure that unauthorised third parties cannot access the software, the backup copies, the documentation and other accompanying materials supplied. Related storage costs shall be borne by the customer.

5.2 Lawful Use

The Customer shall only use the software only in accordance with contractual and legal provisions.

5.3 System requirements and duty to cooperate

Requirements for hardware and software at the Customer's premises as well as organisational requirements and any duty to cooperate on the part of the Customer are contained in the service description included in the offer.

6 Customer Data and Data Protection

6.1 Customer data

All rights to the data entered by the Customer within the scope of the use of the Software (e.g. users, shift events, equipment data, checklists, planning data) and the data generated thereby and the data processed by the Customer by means of the Software (e.g. log data on the use of the Software) (collectively "**Customer Data**") shall be the exclusive property of the Customer.

6.2 Data Protection

The Parties shall ensure in their respective areas of responsibility that all applicable data protection provisions, in particular those of the General Data Protection Regulation (EU/2016/679) (EU-GDPR), the Federal Data Protection Act (BDSG) and the Telecommunications and Telemedia Data Protection Act (TTDSG) are complied with in the performance of the contract. Prior to the performance of the contractual services, they shall oblige employees, subcontractors and other vicarious agents used, to treat personal data as strictly confidential and to process them exclusively in accordance with the statutory provisions on data protection and if applicable any separately concluded data processing agreement.

6.3 Data Processing Agreement

Where Germanedge processes personal data on behalf of the Customer (e.g. in the case of remote access when providing support services ordered by the Customer), for which the Customer is the data controller in terms of Art. 4 No. 7 GDPR, or if access to such data cannot be excluded in any case, the parties will also conclude a separate data processing agreement in accordance with Art. 28 Para. 3 GDPR, in which the technical and organisational measures to be specifically implemented to ensure data security and the confidentiality of personal data pursuant to Art. 32 GDPR are bindingly defined.

7 Claims for Defects

7.1 Defects and Characteristics

Germanedge will maintain the software in a state suitable for contractual use during the term of the contract. For the contractually agreed characteristics of the software, only the service description included in the offer (or referred to there) is decisive. However, information on the website, oral or written statements by Germanedge in the initiation of the contract or information contained in marketing materials by Germanedge shall not be deemed guaranteed. The obligation to maintain the software does not include the adaptation of the software to changed conditions of use and technical and functional developments such as changes to the IT environment, in particular changes to hardware or operating systems, adaptation to the functional scope of competing products or the creation of compatibility to new data formats. Furthermore, Germanedge does not guarantee that the software meets the requirements and purposes of the customer or that it works together with other programmes selected by the customer. The customer is responsible for the correct selection and use of the software as well as the intended or achieved results.

7.2 Remedy of Defects

- 7.2.1 The Customer is obliged to notify Germanedge of defects in the software in writing immediately after their discovery. In the event that a defect in the software occurs during the term of the contract, Germanedge will remedy this defect by way of subsequent performance within a reasonable period of time free of charge for the customer. Germanedge also fulfils the obligation of supplementary performance by providing a software update. If the supplementary performance fails, the Customer is entitled to the further legal warranty rights. Germanedge is entitled to indicate temporary workarounds to avoid the error and to eliminate the defect later by adapting the software, as far as this is reasonable for the Customer. The customer has to allow Germanedge the access to the software and the documentation necessary for the purpose of rectifying the defect.
- 7.2.2 The Customer is obliged to accept a new version of the software provided by Germanedge in the course of an update for the purpose of fault elimination, unless this leads to unreasonable adaptation and conversion problems for the Customer. Germanedge also fulfils the obligation to rectify defects by providing updates with an automatic installation routine and by offering the Customer telephone support to solve any problems that may occur.
- 7.2.3 If the remedy of defects owed by Germanedge finally fails, the customer is entitled to terminate the contract for cause. A failure to remedy the defect is given in particular if it is impossible for Germanedge to remedy the defect, if Germanedge refuses to remedy the defect or if the remedy of the defect by Germanedge is unreasonable for other reasons for the customer. If the customer terminates the contract for cause, all copies of the software shall be destroyed, made unusable or returned to Germanedge.
- 7.2.4 Before asserting claims for subsequent performance, the Customer shall review with due care whether a defect subject to subsequent performance exists. For this purpose, he will in particular follow the instructions in the relevant documentation. If an alleged defect is not subject to the obligation of supplementary performance (apparent defect), Germanedge is entitled to charge the Customer for the services rendered for the verification and error

correction at the respectively valid standard rates of Germanedge plus the expenses incurred, unless the Customer could not have recognised the apparent defect even with the exercise of due diligence.

7.3 **Place of performance of the supplementary performance**

The place of performance for the supplementary performance is the location of Germanedge. The supplementary performance can take place by digital transmission of software or by way of remote maintenance, unless the digital transmission is not reasonable for the Customer, for example for reasons of IT security.

7.4 **Changes**

Germanedge is entitled to change the software and the documentation if and as far as this is necessary, (i) to adapt to a new legal situation or jurisdiction, (ii) due to changed technical conditions or (iii) to ensure data and system security. Furthermore, Germanedge can change and adapt the software and the documentation appropriately within the context of further technical development, provided that the scope of performance and functionality of the software is not changed to the detriment of the customer and the customer is not placed in a worse position, considering the principles of good faith. The customer shall be informed of changes by e-mail in advance.

7.5 **Initial Impossibility**

Liability without fault for initial material defects is excluded.

7.6 **Legal Regulation**

In all other respects, the statutory provisions on the tenancy law warranty for defects apply.

8 **Third Party Rights, Indemnification**

8.1 **Indemnification**

Germanedge will indemnify the Customer from all claims of third parties in connection with the contractual use of the software and reimburse the Customer for the resulting damages, costs and expenses, including the necessary costs of legal defense. The prerequisite for the indemnification obligation is in each case that (i) the Customer informs Germanedge immediately in writing (also by e-mail) about the claim that has been made, (ii) does not settle with the claimant or acknowledge the asserted claims without the prior written consent of Germanedge; and (iii) allows Germanedge the sole control over the legal defense and possible settlement negotiations with the third party, grants Germanedge all powers of attorney necessary and provides any information available with regard to the claim.

8.2 **Infringement of use**

If Germanedge is of the opinion or in the case it is determined that the contractual use of the software by the Customer violates the rights of third parties, Germanedge is entitled at its discretion to change the software in such a way that it does not infringe with the third party right, but nevertheless corresponds to the agreed or assumed quality, or to obtain the right to use the software according to the contract without restriction and without additional costs for the Customer; if both alternatives are unreasonable for Germanedge, Germanedge is

entitled to withdraw from the contract and to refund the Customer the paid purchase price. Further claims of the Customer remain unaffected.

9 Liability

9.1 Unlimited Liability

Germanedge is liable without limitation according to the legal provisions, also for its legal representatives and vicarious agents, only in the case of (a) intent or gross negligence, (b) injury to life, body or health, (c) to the extent of a guarantee assumed by it as well as (d) according to the product liability act. Guarantee assurances by Germanedge require the written form and are only to be interpreted as such in case of doubt if they are described as a "guarantee".

9.2 Limitation of Liability

In the case of simple negligence, Germanedge is only liable for damages from the breach of an essential contractual obligation (so-called cardinal obligations), the fulfilment of which makes the proper execution of the contract possible in the first place and on the adherence to which the Customer regularly relies and may rely; in this case, the liability of Germanedge is limited to the amount of the damage which is foreseeable and typical for contracts of this kind. The parties agree that the typical, foreseeable damage corresponds to a maximum of 100 % of the total contractual fees paid by the Customer to Germanedge in the past twelve (12) months immediately preceding the event giving rise to such liability.

9.3 Data Backup

Germanedge is not liable for the loss of data and/or programs insofar as the damage is due to the fact that the Customer has failed to carry out data backups and thereby ensure that ~~lost data can be restored with reasonable effort.~~

9.4 Free Trial

For damage caused during a possibly agreed free trial phase, the liability of Germanedge is limited to intent and gross negligence.

9.5 Employees and agents of Germanedge

The limitations of liability as of articles 9.2 and 9.3 also apply accordingly to the personal liability of representatives, employees, agents and other vicarious agents of Germanedge.

10 Term and Termination

10.1 Term

Depending on the Customer's order, the contract is concluded for a specific minimum contract term stated in the offer ("Initial Term") and is then automatically extended by further contract periods with the duration stated in the offer ("Renewal Term") if the contract has not been terminated by one party with three (3) months' notice to the end of the Initial Term or the relevant Renewal Term. Unless agreed otherwise in the respective offer, the Initial Term

shall be 36 months and the Renewal Term shall be twelve (12) months. The right to terminate for cause remains unaffected. For the reduction of the scope of the licence clause 4.2 applies.

10.2 Form

Notice of termination must be in writing. The transmission of a signed document by fax or e-mail (e.g. as a PDF scan) is also sufficient to comply with the written form, but not other forms of transmission.

11 Return and Deletion

11.1 Germanedge Materials

11.1.1 After the end of the contract period, the customer is obliged to cease using the software and to return the materials as well as all copies (including the backup copy) and all documentation and other documents provided by Germanedge. The return shall be made at the customer's own expense.

11.1.2 If Germanedge has made the software available to the customer via download, Germanedge is free to waive the return and to demand the deletion of the software and all copies as well as the destruction of the provided documentation, materials and other documents from the customer instead.

11.1.3 Any use of the software after the end of the contract term is not permitted, if the Parties did not agree on a transitional period.

11.2 Customer Materials

11.2.1 If the customer's data is stored in the cloud application, Germanedge undertakes to provide the customer with all data generated, uploaded or processed during the term of the contract in an interoperable, structured, commonly used and machine-readable format. The data shall be provided within 30 days of termination of the contract at the latest. Upon request, Germanedge shall grant the customer read access to the cloud application for a period of 30 days after termination of the contract and against payment for this period. Germanedge shall delete the customer's stored data 30 days after termination of the contract.

11.3 Transitional period for continued operation:

11.3.1 The customer may request that the provision of services be continued in whole or in part for a maximum period of twelve (12) months after termination (irrespective of the legal grounds for termination). The customer's right under this section shall not apply if Germanedge has justifiably terminated the contract for cause.

11.3.2 The customer shall be responsible to inform Germanedge in reasonable time that a transitional period is required and how long this is likely to be. The information shall be deemed timely if Germanedge is given sufficient time to maintain or provide the personnel and material resources for the transition period. The customer shall bear any additional costs resulting from a failure to provide information in good time.

11.3.3 The provisions of the contract, in particular the obligation to pay the contractual fees due, shall continue to apply during this transitional period.

- 11.3.4 Should Germanedge demonstrably incur additional costs as a result of this obligation, Germanedge may demand a reasonable increase in remuneration to compensate for these additional costs. However, this is subject to Germanedge informing the customer immediately in advance of the expected additional costs.

12 Closing Provisions

12.1 Offer

The underlying offer from Germanedge, which the Customer has accepted, is part of the contract. In the event of a contradiction between these General Terms and Conditions and the offer, the conditions of the offer take precedence.

12.2 Offsetting

The Customer can only set off claims other than his contractual counterclaims from the respective legal transaction concerned or assert a right of retention, if this claim is undisputed by Germanedge or has been legally established.

12.3 Assignment

The Customer is not entitled to assign any rights or obligations of the contract with Germanedge in whole or in part to third parties.

12.4 Non-Disclosure

The parties undertake to treat the content of the contract as well as all information and documents of any kind received from the other contracting party in the course of the cooperation as strictly confidential and to use them exclusively for the purpose of implementing the contract. This obligation shall also apply for a period of three (3) years beyond the end of the contract. Any confidentiality agreement separately agreed between the parties shall remain unaffected and shall take precedence.

12.5 Reference advertising

Germanedge may name the Customer as a reference for the purpose of Germanedge marketing, especially on its homepage and social media presences (incl. company logo). Publications beyond this (e.g. in the form of press releases, success stories, advertising materials or similar) require the prior approval of the Customer.

12.6 Export Control

The contracting parties are aware that IT services may be subject to export and import restrictions. In particular, there may be obligation to obtain a permit, or the use of the software or associated technologies may be subject to restrictions abroad. The fulfilment of the contract by Germanedge is therefore subject to the provision that there are no hindrances to fulfilment due to national and international regulations of export and import law as well as no other legal regulations.

12.7 Changed Terms and Conditions.

Germanedge is entitled to change these Terms and Conditions valid for the contractual relationship with the customer in accordance with the following regulations; as long as this

does not change essential service contents for the equivalence relationship between the contracting parties and the change is reasonable for the customer. Germanedge will inform the customer of the change of the Terms and Conditions in writing (also by fax or e-mail). If the customer does not object to the change in writing (also by fax or e-mail) within four weeks after receipt of the change notification, the change is considered as approved, and the new version is decisive for the contractual relationship between Germanedge and the customer from this point on. Germanedge will explicitly point out this consequence to the customer when notifying the change.

12.8 **Applicable Law**

This contract shall be governed exclusively by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

12.9 **Place of Jurisdiction**

If the Customer is a merchant, a legal entity under public law or a special estate under public law, the exclusive place of jurisdiction is that of Germanedge. Germanedge remains entitled to take legal action at the Customer's place of business.

12.10 **Partial Invalidity**

Should individual provisions of these General Terms and Conditions be or become invalid, this shall not affect the validity of the remaining provisions. Instead of the invalid provision, that provision shall apply which the parties would have agreed upon in good faith according to the originally intended purpose from an economic point of view. The same shall apply in the event of a contractual omission.