

General Terms and Conditions of Delivery and Service

Version: June 2025

1. Scope and Basis of Contract

All deliveries and services provided by Koob Testsystems GmbH (hereinafter "Koob Testsystems") are exclusively governed by these General Terms and Conditions of Delivery and Service (GTCDs), along with respective offers, orders, and written order confirmations. Conflicting purchasing conditions do not apply, even if not expressly rejected. Deviations are valid only if confirmed in writing by Koob Testsystems. These terms also apply to future business relationships. Koob Testsystems retains ownership and copyrights for estimates, drawings, and other documents. These may only be shared with prior consent and must be returned upon request if the order is not concluded.

2. Prices

All prices are net, ex-works, excluding applicable statutory VAT, packaging, shipping, insurance, customs, and other ancillary costs. Koob Testsystems may pass on verified increases in procurement costs to the customer.

3. Payment Terms

Payments are due within 30 days from the invoice date without deduction. Discounts are not granted. Partial invoices are permitted for partial deliveries. For contracts for work and services, a down payment of 30% may be requested. Set-off or retention rights only exist for undisputed or legally established counterclaims. In the event of significant deterioration in the customer's financial situation, Koob Testsystems may require prepayment or security.

4. Delivery and Delivery Deadlines

Koob Testsystems is entitled to partial deliveries if reasonable for the customer. Delivery deadlines are binding only if explicitly stated in writing. A binding delivery deadline is met once the goods leave the factory or readiness for shipment is announced, provided the customer fulfills all necessary cooperation obligations promptly. If delays occur due to non-delivery or incorrect delivery from suppliers, both parties can withdraw from the contract or affected part without compensation claims, unless Koob Testsystems is at fault. If at fault, the customer may claim lump-sum compensation of 0.5% of the goods' value per week (up to 5%).

5. Manufacturing According to Customer Specifications

For custom products based on drawings or samples, Koob Testsystems is responsible for technical implementation but not for functionality or design per customer specifications. The customer guarantees that manufacturing will not infringe third-party rights and indemnifies Koob Testsystems against all related claims. Once an order is confirmed, the customer cannot withdraw unless explicitly agreed in writing by Koob Testsystems or statutory withdrawal rights apply.

6. Shipment and Transfer of Risk

Transport risk transfers to the customer upon provision of goods, even if shipment is organized by Koob Testsystems. The shipping method is chosen for safe delivery. The customer must immediately document any transport damage.

7. Warranty and Liability

Defects must be reported in writing immediately, no later than five working days. Koob Testsystems may choose repair or replacement for justified defects, contingent on proper fulfillment of contractual obligations by the customer. Warranty does not cover damage from improper storage, unauthorized repairs, or wear and tear. Software warranties cover only significant and reproducible errors on systems provided by Koob Testsystems. Damage claims are limited to foreseeable, contract-typical damages. Koob Testsystems is not liable for simple negligence except for injury to life, body, or health, or breaches of essential contractual obligations necessary for contract fulfillment. The warranty period is 12 months; longer statutory periods remain unaffected.

8. Retention of Title

Delivered goods remain the property of Koob Testsystems until fully paid. The customer may resell goods in normal business operations but assigns resulting claims to Koob Testsystems in advance. Processing or combination results in co-ownership. Third-party claims must be prevented. The customer is obligated to store and insure goods properly.

9. Software Usage Rights

The customer receives a non-exclusive, non-transferable right to use delivered software for product operation. Duplication and distribution are prohibited. Source codes are provided only upon separate agreement.

10. Return of old Equipment

Customers must dispose of old equipment in accordance with legal regulations and indemnify Koob Testsystems against third-party claims. Alternatively, free return upon delivery to Grabfeld may be arranged.

11. Data Protection, Jurisdiction and Applicable Law

Customer data is stored and processed in compliance with GDPR. Jurisdiction is Meiningen (Thuringia). German law applies, excluding the UN Convention on Contracts for the International Sale of Goods (CISG). If individual provisions are invalid, the contract remains effective otherwise. Invalid clauses must be replaced by valid ones with similar economic intent.

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