

General Terms and Conditions of Purchase

Version: June 2025

1. Scope

1.1 These General Terms and Conditions of Purchase (GTCP) apply to all purchasing activities and contracts where Koob Testsystems GmbH acts as the customer, regardless of whether the supplier manufactures the goods or sources them from third parties.

1.2 These conditions also apply to all future orders, even if not explicitly reiterated.

1.3 Deviating or supplementary terms from the supplier shall only apply if we expressly consent to them in writing. This also applies if we accept deliveries without reservation despite knowledge of conflicting terms.

2. Conclusion of Contract

2.1 Our orders are binding only if placed or confirmed in writing or text form (e.g., email).

2.2 If the supplier does not provide written acceptance within 14 calendar days, we reserve the right to withdraw the order.

2.3 Deviations in offers must be explicitly and clearly indicated.

2.4 Apparent errors or omissions in our orders must be reported to us by the supplier before acceptance.

2.5 Complete or partial subcontracting to third parties requires our prior written approval.

3. Delivery and Place of Performance

3.1 Delivery dates are binding. In case of foreseeable delays, Koob Testsystems must be informed immediately. Timeliness depends on receipt at the specified delivery address.

3.2 In case of delivery delays, statutory regulations apply. Additionally, we may claim a contractual penalty of 1% per started week of delay, up to a maximum of 5% of the net order value.

3.3 The place of performance is the delivery address specified in the order; otherwise, it is our registered office in Germany. Deliveries must always be made free of charge.

4. Duties of Notification and Due Diligence

4.1 If the intended use is known or evident, the supplier must notify us if their products do not meet these requirements.

4.2 Changes in materials or design compared to previous deliveries must be communicated in writing.

5. Confidentiality and Retention of Title

5.1 All documents provided by us remain our property and may only be used to fulfill the contract. Transfer to third parties is prohibited.

5.2 All contract-related information must be kept confidential.

5.3 All items provided to the supplier remain our property and may only be used for delivering the ordered products and services.

5.4 If items provided by us are processed or transformed by the supplier into a new movable item, we are considered the manufacturer. If items are combined or inseparably mixed with other objects, we acquire co-ownership of the new item proportional to the value of the items at the time of combination or mixing. If the supplier's items constitute the main item, it is agreed that the supplier transfers proportional co-ownership to us.

6. Liability for Defects

6.1 Statutory provisions apply, especially regarding material and legal defects.

6.2 The quality of goods is determined by our order and any attached documents.

6.3 Our inspection obligation is limited to visible defects. Hidden defects must be reported upon discovery.

6.4 After unsuccessful setting of a period for supplementary performance, we are entitled to rectify defects ourselves at the supplier's expense.

6.5 Further statutory rights, such as withdrawal, price reduction, or compensation for damages, remain unaffected.

7. Limitation Period

7.1 Deviating from §438 para. 1 no. 1 of the German Civil Code (BGB), the statutory limitation period is three years from the transfer of risk, or from the date of acceptance if applicable.

7.2 Extended limitation periods apply for legal defects, particularly as long as third-party claims are possible.

8. Set-off and Retention Rights

8.1 We have the right of set-off and retention as per statutory regulations. The supplier has this right only if their claims are legally established or recognized by us.

9. Quality Requirements and Compliance with Standards

9.1 The supplier is required to maintain a quality management system compliant with DIN EN ISO 9001 or equivalent.

9.2 Subcontractors must also meet these quality requirements.

9.3 In case of violations, we are entitled to reject goods, cancel contracts, and claim damages.

10. Jurisdiction and Applicable Law

10.1 Jurisdiction is Meiningen (Thuringia) if the supplier is a merchant, a legal entity under public law, or a special fund under public law.

10.2 German law applies exclusively, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

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