



**ComSIT Distribution GmbH
Purchasing Terms**

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Version 2.1, March 2026

1. Scope

These purchasing terms apply to all purchase orders issued by ComSIT GmbH and its affiliated companies.

Any supplier terms deviating from these conditions shall only apply if expressly accepted in writing by ComSIT.

2. Orders and Acceptance

Orders are issued in writing or electronically. The supplier shall confirm each order within two (2) business days.

By accepting the order, the supplier fully agrees to these purchasing terms.

3. Authorized Sources

The supplier warrants that all supplied products originate from authorized sources, including the original manufacturer or authorized distributors.

If products are sourced outside authorized channels, full traceability documentation must be provided.

4. Authenticity

The supplier guarantees that all supplied components are original, new and unused and have not been refurbished, remarked or altered.

Counterfeit or suspect parts are strictly prohibited.

5. Traceability

The supplier must ensure full traceability of supplied products including manufacturer name, date code, lot number and supply chain documentation.

Traceability records must be retained for at least ten (10) years.

6. Quality Inspection

ComSIT reserves the right to inspect delivered products or have them tested by independent laboratories.

Testing may include authenticity verification, electrical testing, X-ray analysis or material analysis.

If authenticity or quality is questionable, the goods may be rejected.

7. Packaging

Electronic components must be packaged according to industry standards including ESD protection, moisture protection and correct labeling.

8. Compliance

The supplier shall comply with all applicable regulations including RoHS, REACH, conflict minerals regulations and export control requirements.

9. International Sourcing

For international sourcing, particularly from Asia or China, the supplier must ensure enhanced due diligence regarding authenticity, quality and regulatory compliance.

10. Right to Audit

ComSIT reserves the right to audit supplier processes related to quality assurance, supply chain control and anti-counterfeit measures.

11. Liability

The supplier shall be liable for any damages or losses incurred by ComSIT due to counterfeit, altered or non-conforming products and shall indemnify ComSIT against third-party claims.

12. Documentation

Upon request the supplier must provide manufacturer invoices, traceability documentation and compliance certificates such as RoHS or REACH.

13. Confidentiality

All information obtained within the business relationship must be treated as confidential and may not be disclosed to third parties without written consent of ComSIT.

14. Governing Law

These purchasing terms are governed by the laws of the Federal Republic of Germany excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

The place of jurisdiction is the registered office of ComSIT GmbH.

15. Product Liability and Recall

The supplier shall be liable for all damages, costs or losses incurred by ComSIT due to defective or counterfeit products including costs related to product liability, recalls, replacement and testing.

16. Destruction of Counterfeit Parts

If counterfeit or suspect parts are identified during inspection,

ComSIT may reject, destroy or transfer the parts to authorities.

All related costs may be charged to the supplier.
