1. Application

These General Terms and Conditions (hereinafter “Conditions”) shall apply to all deliveries and services of Würth Elektronik eiSos d.o.o. (hereinafter “Würth Elektronik”) even if they are not referred to in subsequent contracts. Any terms and conditions of the customer that conflict with, supplement, or deviate from these Conditions shall not become part of the contract unless their application is expressly approved by Würth Elektronik in writing. These Conditions shall apply even if Würth Elektronik accepts a delivery or service from the customer without reservations whilst being aware of the customer’s conflicting or deviating terms and conditions.

2. Agreement

Agreements which deviate from these Conditions and which are made between the customer and Würth Elektronik for the performance of a contract must be set out in writing in the contract. This also applies to the cancellation of the requirement of the written form.

3. Any rights beyond these Conditions to which Würth Elektronik is entitled by law shall remain unaffected.

2. Offer and formation of contract

2.1. Offers from Würth Elektronik shall be subject to change and non-binding, unless they are expressly stated to be binding.

2.2. Pictures, drawings, information as to weight, measurement, performance and consumption or other data as omissions do not apply. Unless provided to the contrary, quantities in writing shall be approximations only, unless they are expressly stated to be binding. They do not constitute an agreement on, or guarantee of, the corresponding quality of the goods.

2.3. Würth Elektronik reserves all proprietary rights and copyrights in any offer documents. Such documents may not be made available to any third party. The customer shall be bound to any such offer in writing. Any orders from the customer shall be sent to Würth Elektronik by sending a written order confirmation, by making delivery or providing the services.

2.4. Contracts that are concluded according to the documents to be provided by the customer shall require written approval by Würth Elektronik.

2.5. Contracts that are concluded shall obligate the customer to accept and pay for the goods or services ordered.

3. Prices, payment, set-off

3.1. The agreed price shall always be decisive. Not included in the price shall, in particular, be the costs for packaging, freight, insurance, customs, public levies and VAT. Statutory VAT shall be stated separately in the invoice, at the time of delivery, at the time of the statutory rate applicable on the day the invoice is issued.

3.2. For services that shall not be performed within a period of four months after the contract has been concluded Würth Elektronik shall be entitled to adjust the price in line with the increase in the price factors, for example, raw material prices, changes in the price factors can lead to price adjustments, irrespective of the performance period.

3.3. Unless otherwise agreed, payment shall be made net within 30 days after the date of the invoice. Würth Elektronik shall, however, be entitled to make the execution of outstanding deliveries or the provision of services contingent upon pre-payment or the provision of security if no previous business relationship exists with the customer, deliveries are to be made abroad, the customer's reputation is in question or if there are any other reasons that give Würth Elektronik reason to doubt that payment will be made promptly after delivery or provision of the services.

3.4. If after the contract has been entered into Würth Elektronik becomes aware of circumstances that could considerably reduce the customer's creditworthiness and which could endanger the payment of outstanding receivables of Würth Elektronik by the customer under the individual contract, Würth Elektronik shall be entitled to refuse to continue to execute the contract until the customer makes payment or provides security for such. If the customer is in default of payment, all the receivables of Würth Elektronik that are outstanding with the customer shall become due immediately.

3.5. Payment shall be deemed made on the date on which Würth Elektronik can dispose of the amount owed. When paying by cheque, payment shall only be deemed made after the cheque has been cashed and Würth Elektronik can dispose of the amount. Discount charges (strokis transakcije) and other charges of collection or payment shall be borne by the customer. In the event of default pertaining to the offer shall be approximations only, unless they are expressly stated to be binding. They do not constitute an agreement on, or guarantee of, the corresponding quality of the goods.

3.6. Würth Elektronik shall be entitled to credit payments made by the customer towards the customer’s oldest debt first. If costs and interest have already accrued, Würth Elektronik shall have the right to dispose of the money in the order of the costs, then towards interest, and finally towards the principal claim.

3.7. Counterclaims of the customer may only be set off or used to effect a right of retention by the customer if they have been acknowledged by virtue of a judgment or arbitral award. A right of retention exists but is subject to retention of title. The customer shall bear any costs for which it is responsible, and which are necessary for the removal of the encroachment and the recovery of the goods, and to the extent that these costs exceed the guarantee that is obtained from the third party.

4. Deliveries

4.1. Delivery periods and dates shall only be binding for Würth Elektronik if Würth Elektronik expressly confirms them in writing. Deviations or corrections that they are binding. Agreed delivery periods shall be deemed met if the goods have been handed over to the person in charge of the transport at Würth Elektronik’s registered office or at one of Würth Elektronik’s warehouses before this period has expired or if Würth Elektronik has provided notification that they are ready for dispatch but have not left the registered office or warehouse because the customer has declared that it will not accept the goods.

4.2. If making the agreed deliveries or providing the services of Würth Elektronik requires the customer to perform the works or to use auxiliary services or to procure other services, Würth Elektronik is supplied by its own suppliers in due time and properly. Any changes or amendments that are subsequently agreed with Würth Elektronik may result in a reasonable extension of the agreed delivery date.

4.3. Würth Elektronik shall be entitled to make reasonable part deliveries and deliver in instalments. In such cases, instalments are to be provided including any additional expenditure and storage costs. Any other claims remain unaffected. Würth Elektronik shall be entitled, after setting a reasonable subsequently demanding, to refuse to continue to execute the contract and to demand payment towards the principal claim.

5. Passing of risk/dispatch

5.1. The risk of accidental loss or accidental deterioration of the goods shall pass to the customer at the latest when the goods are handed over to the customer or, if it is agreed that the goods will be shipped, already with the handing over of the goods to the shipping company, freight carrier or to any other person instructed to carry out the delivery. This shall also apply to part deliveries or if, in agreement with Würth Elektronik, a “freight risk approach” is agreed. Any expense incurred in the absence of written instructions from the customer. Würth Elektronik shall be entitled to choose the carrier and the itinerary at its own discretion and after a due assessment of all circumstances. Any losses or deterioration of the goods, the customer, Würth Elektronik shall take out transport insurance to insures the goods against the risks specified by the customer.

5.2. If there is a debt from one of Würth Elektronik’s warehouses before this period has expired or if Würth Elektronik explicitly states or confirms that they are binding. Agreed delivery period or the delivery date, the customer must perform its other obligations properly and in due time. Compliance with the agreed delivery deadlines and delivery dates are subject to the condition that Würth Elektronik has supplied by its own suppliers in due time and properly. Any changes or amendments that are subsequently agreed with Würth Elektronik may result in a reasonable extension of the agreed delivery date.

5.3. The customer is in default of acceptance or violates other duties to cooperate, Würth Elektronik can order the claim compensation for default such insurance caused including any additional expenditure and storage costs. Any other claims remain unaffected. Würth Elektronik shall be entitled, after setting a reasonable subsequently demanding, to refuse to continue to execute the contract and to demand payment towards the principal claim.

6. Retention of title

6.1. The goods supplied remain the property of Würth Elektronik until all receivables owed to Würth Elektronik are paid off. They are subject to retention of title. The customer is not permitted to pledge the goods, including all ancillary rights, irrespective of the result of the insurance policy. Würth Elektronik hereby accepts the assignment. In the event of attachments (naklep) or gross negligence (huda malomarnost) resulting from this choice.

6.2. The customer shall only be allowed to sell the goods which are subject to retention of title in the ordinary course of business. The customer shall not be entitled to pledge the goods which are subject to retention of title. The customer must notify Würth Elektronik without undue delay in writing and provide all the information required, advise the third party of Würth Elektronik’s property rights and assist with the measures to be taken by virtue of a judgment or arbitral award. Any claims on the third party are subject to retention of title. The customer shall bear any costs for which it is responsible, and which are necessary for the removal of the encroachment and the recovery of the goods, and to the extent that these costs exceed the guarantee that is obtained from the third party.

6.3. 6.3. The customer hereby assigns to Würth Elektronik all receivables arising from the resale of the goods, including all ancillary rights, irrespective of the result of the insurance policy. Würth Elektronik hereby accepts this assignment. In the event that such assignment is not allowed, the customer hereby irrevocably
instructs the third-party debtor to make payments, if any, only to Würth Elektronik. If the goods are located. After a timely warning to such effect, Würth Elektronik may revoke the customer’s authority to collect receivables and its right to resell the goods if the customer fails to properly perform its payment obligations to Würth Elektronik, if the customer is in default of payment or stops performing its obligations or if a petition is filed for the installation of involuntary proceeding against the assets of the customer. Any resale of these receivables is subject to prior approval by Würth Elektronik. The customer’s authority to collect shall expire with the notification of the assignment to the third-party debtor. In the event of a revocation of the authority to collect, Würth Elektronik may request that the customer disclose all receivables assigned, as well as the respective debtors’ names, provide all information necessary for collection, provide the related documents and inform the debtors of the assignment.

6.4 In the event of default of payment on the part of the customer, Würth Elektronik shall be entitled to rescind the contract without prejudice to its other rights. The customer must immediately grant Würth Elektronik, or any third party commissioned by Würth Elektronik, access to the goods that are subject to retention of title for the purpose of satisfying its due claims against the customer. Würth Elektronik may also dispose of the goods that are subject to retention of title. Würth Elektronik may nevertheless make a statement regarding the goods.

6.5 Any processing or alterations made by the customer to the goods which are subject to retention of title shall always be deemed made on behalf of Würth Elektronik. The customer’s right to acquire ownership of the goods which are subject to retention of title continues to exist as a right to acquire ownership of the processed or altered item. If the goods are processed, combined or mixed with other goods that are not owned by Würth Elektronik, Würth Elektronik shall acquire a co-ownership interest in the new item that is equal to the ratio of the value of the goods to the value of the other items processed at the time of processing. The customer shall store the new items on behalf of Würth Elektronik. In all other respects, the item created through processing or alteration shall be governed by the same provisions as the goods that are subject to retention of title.

6.6 If requested by Würth Elektronik, the customer shall be obliged to surrender the security interests to which Würth Elektronik is entitled to the extent that the realizable value of these security interests exceeds Würth Elektronik’s receivables, that is, the obligations of the customer. This shall also apply if the customer has received goods or services being returned by the customer, or if the goods are processed or altered. The customer shall have no right to rescind the contract if the customer is unable to return the goods received and this is not due to Würth Elektronik’s fault, if the delivery time or delivery deadline is exceeded due to reasons for which Würth Elektronik is responsible.

6.7 The customer shall have no right to rescind the contract if the customer is unable to return the goods received and this is not due to Würth Elektronik’s fault, if the delivery time or delivery deadline is exceeded due to reasons for which Würth Elektronik is responsible.

Claims for defects shall not exist with respect to defects that are due to natural wear and tear, to improper handling by the customer or a third party, or to changes or repairs to the goods that have been carried out by the customer or a third party in an improper manner. The same shall apply to defects which can be attributed to the customer or which arise as a result of technical reasons other than the original defect. The customer shall, in particular, comply with the operational, storage and/or maintenance recommendations provided by Würth Elektronik or the manufacturer.

6.8 The customer’s claim for reimbursement of expenses in place of damages in lieu of performance shall be excluded if and to the extent that such expenses would not have been made by a reasonable third party.

7.1 Würth Elektronik shall not be liable for damage for which it is not responsible, in particular, it shall not be liable for damage that is caused by improper usage or handling of the products. The customer is obliged to comply with all statutory obligations to inspect and give notice of defects (Articles 461 and 462 of the Slovenian Obligations Code (OZ)). In particular, that the customer has checked the delivered goods upon receipt and notified Würth Elektronik without undue delay and in writing upon receipt of the goods of any obvious defects and defects that could be identified during such inspection. The customer shall inform Würth Elektronik in writing of any hidden defects without undue delay after they have been discovered. The notification shall be deemed to have been made within the due delay if it was made within eight days after delivery of obvious defects and defects that could be identified during a proper inspection or after discovery in the event of hidden defects; to meet the deadline, the dispatch of the notification or complaint shall suffice. If the customer fails to carry out a proper inspection and/or notification of the defects, Würth Elektronik shall not be liable for the defect.

7.2 The customer’s defect rights shall require that the customer has fulfilled its statutory obligations to inspect and give notice of defects (Articles 461 and 462 of the Slovenian Obligations Code (OZ)), in particular, that the customer has checked the delivered goods upon receipt and notified Würth Elektronik without undue delay and in writing upon receipt of the goods of any obvious defects and defects that could be identified during such inspection. The customer shall inform Würth Elektronik in writing of any hidden defects without undue delay after they have been discovered. The notification shall be deemed to have been made within the due delay if it was made within eight days after delivery of obvious defects and defects that could be identified during a proper inspection or after discovery in the event of hidden defects; to meet the deadline, the dispatch of the notification or complaint shall suffice. If the customer fails to carry out a proper inspection and/or notification of the defects, Würth Elektronik shall not be liable for the defect. When reporting defects to Würth Elektronik, the customer must supply a detailed written description of the defects.

7.3 Unless otherwise agreed, the customer shall be obliged to immediately deliver the goods at its own expense to Würth Elektronik so that the defects can be examined. The expenses that are required for the inspection and subsequent performance (naknadna izpolnitev), in particular, transportation, travel, labour and material costs shall only be borne by Würth Elektronik if it is determined during the inspection that a defect actually exists and provided these expenses are not increased due to the fact that the customer took the goods to a different location than the original delivery address. Personnel expenses and applicable licensing terms of the software or an individual license agreement, or by mandatory statutory law. With regard to software provided by Würth Elektronik, unless expressly prohibited by law, the customer shall in particular be forbidden from reproducing, distributing,
disclaiming, changing, translating, extending, making other modifications to and/or deprecating such.

8.4 For backup purposes, the customer may create the necessary backup copies of the software, provided the individual licence agreement does not contain provisions to the contrary. Whereby a maximum of 2 (two) backup copies are allowed if they are necessary for the use of the software. Article 114, Paragraph 2 of the Slovenian Copyright and Related Rights Act remains unaffected. Backup copies on moveable data carriers shall be marked as such and shall be endorsed with the copyright notice of the original data carrier.

8.5 In the event of unlawful use Würth Elektronik and/or third parties, in particular, the manufacturer of the software or other protected products, reserve the right to assert claims for compensation.

8.6 In the event that a third party alleges it has a claim which conflicts with the right of use granted to the customer, the customer shall inform Würth Elektronik without undue delay in writing or in text form. The notification shall also include information as to whether the customer has changed the software or the product or combined such with other software and whether this, from the customer's perspective, could justify the third party's claims. If so requested by Würth Elektronik, the customer shall allow Würth Elektronik to handle the defence against these claims and, to the extent permissible and possible, shall allow Würth Elektronik to represent the customer or shall conduct the defence itself as instructed by Würth Elektronik. Up until receiving notification as to whether Würth Elektronik will deal with the defence, the customer shall not acknowledge or enter into a settlement agreement regarding the alleged claims of the third party without the express approval of Würth Elektronik. If Würth Elektronik deals with the defence, this obligation shall continue to apply. In addition, the customer shall support Würth Elektronik in its defence, if this is required for an appropriate defence. In return, Würth Elektronik shall indemnify and hold the customer harmless against any necessary external costs and any third party compensation claims and claims for reimbursement of expenses resulting from the defence, provided these can be attributed to the fault of Würth Elektronik. In the event that Würth Elektronik does not deal with the defence, the customer shall be entitled to defend itself at its own discretion. If existing third party claims cannot be attributed to the fault of Würth Elektronik, the customer shall not be entitled to assert claims against Würth Elektronik.

8.7 Notwithstanding Article 488 of the Slovenian Obligations Code (OZ), Würth Elektronik shall also be entitled with regard to title defects (pravne napake) relating to software to attempt subsequent performance, if Würth Elektronik so chooses (cf. 7.4). In all other respects, the statutory provisions for warranty obligations for title defects (pravne napake) with regard to software shall apply irrespective of whether Würth Elektronik is dealing with the defence against third party claims under clause 8.6 of these Conditions, however, with the following exceptions: (i) for the recovery of data, Würth Elektronik shall only be liable insofar as the loss of data would also have occurred if the customer had carried out the usual backups; (ii) clause 7.3 of these Conditions applies accordingly.

9. Product liability

9.1 The customer shall not modify the goods; in particular, the customer shall not modify or remove existing warnings relating to risks by improperly using the goods. If this duty is violated, the customer must inter partes indemnify and hold Würth Elektronik harmless from and against any product liability claims of third parties to the extent that the customer is responsible for the defect giving rise to liability.

9.2 If Würth Elektronik has to carry out a product recall or issue a product warning because of a product defect to the goods, the customer shall assist Würth Elektronik and take all measures ordered by Würth Elektronik, provided that these do not pose an unreasonable burden to the customer. The customer shall be obliged to bear the costs of the product recall or product warning, provided the customer is responsible for the product defect and the damage sustained. This does not affect any further claims of Würth Elektronik.

9.3 The customer shall inform Würth Elektronik without undue delay in writing of any risks in the use of the goods and any possible product defects of which the customer becomes aware.

10. Force majeure

10.1 Würth Elektronik is prevented by force majeure from performing its contractual obligations, in particular, from delivering the goods. Würth Elektronik shall be released from its obligation to perform for the duration of the impediment and for a reasonable start-up period without being liable to the customer for damages. The same shall apply if the performance of its obligations by Würth Elektronik becomes unreasonably complicated or temporarily impossible as a result of unforeseeable circumstances for which Würth Elektronik is not responsible, in particular, because of industrial action, official acts, energy shortages, delivery problems on the part of suppliers, or major disruptions of operations.

10.2 Würth Elektronik shall have the right to rescind the contract if such an impediment continues for more than three months and, if, as a result of such impediment, the performance of the contract is no longer of interest to Würth Elektronik. At the request of the customer, Würth Elektronik shall declare after the expiry of the aforesaid three-month period whether it intends to make use of its right to rescind the contract or whether it intends to deliver the goods within a reasonable period of time.

11. Data protection and confidentiality

11.1 The customer is instructed by Würth Elektronik that the data recorded during the course of entering into the contract may be collected, processed and used by Würth Elektronik in accordance with the provisions of the Slovenian and European Union legislation for the purpose of fulfilling its obligations under the contracts entered into with the customer. Such data may also be transmitted to affiliated companies of Würth Elektronik or vicarious agents for the purposes of fulfilling the contract and for credit investigations.

11.2 The customer shall be obliged for an unlimited period of time to maintain the confidentiality of any and all information received through Würth Elektronik, which is stated to be confidential or which due to other circumstances can be identified as a trade or business secret; the customer may neither record nor disclose or use any such information. The customer must ensure by means of suitable contractual agreements with its employees and those agents working on its behalf that such persons also refrain for an unlimited period of time from any use, disclosure and unauthorised recording of such trade and business secrets for their own purposes.

12. Final provisions

12.1 Any rights and obligations of the customer may only be assigned or transferred to a third party with the written consent of Würth Elektronik.

12.2 The legal relations between the customer and Würth Elektronik shall be governed by the laws of the Republic of Slovenia, without regard to the United Nations Convention on Contracts for the International Sale of Goods (CISG). 12.3 Exclusive place of jurisdiction for all disputes arising from the business relationship between Würth Elektronik and the customer shall be the registered office of Würth Elektronik. Würth Elektronik may in addition sue the customer at the latter's registered office, as well as at any other permissible place of jurisdiction.

12.4 The placement of orders for any and all obligations to be performed by the customer and by Würth Elektronik shall be the registered office of Würth Elektronik.

12.5 Termination of this agreement is or becomes invalid or impracticable in whole or in part, or if this agreement is incomplete, this shall not affect the validity of the remaining provisions hereof. In lieu of the invalid or impracticable provision, such valid and impracticable provision shall be deemed agreed as comes closest to the purpose of the invalid or impracticable provision. In the event that this agreement is incomplete, such provision shall be deemed agreed as corresponds to what would have been agreed according to the purpose of this agreement if the contracting parties had considered the matter from the outset.

Environmental declaration

Würth Elektronik is committed to people and the environment. Therefore, we undertake to manufacture our products in a manner that conserves resources and to systematically realise any potential for saving energy in manufacturing processes and in transportation. We pay close attention to ecological alternatives as concerns the selection of sources of energy and raw materials and pursue a consistent policy of waste reduction and product recycling.