General Terms and Conditions of the Würth Elektronik Hungary Kft.
– As of: February 2017 –

1. Application
1.1 These General Terms and Conditions (hereinafter “Conditions”) shall apply to all deliveries and services of Würth Elektronik Hungary Kft. (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.
1.2 Agreements which supplement or 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 this requirement of the written form.
1.3 Any rights beyond these Conditions to which Würth Elektronik is entitled by law shall remain unaffected.

2. Statements of intention, Offer and formation of contract
2.1 Statements of intention from Würth Elektronik shall be subject to change and non-binding, they are not binding offers unless they are expressly stated to be binding.
2.2 Pictures, drawings, information as to weight, measurement, performance and consumption as well as other descriptions of the goods in the documentation pertaining to the offer shall be approximations only, unless they are expressly stated to be binding. There will be no 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.
2.4 Orders from the customer shall be binding. Würth Elektronik may accept orders by sending a written order confirmation, by making delivery or providing the services.
2.5 Executing orders according to the documents to be provided by the customer shall require written approval by Würth Elektronik.
2.6 Unless otherwise provided herein, contracts that are concluded shall oblige Würth Elektronik to deliver the goods and provide the service and 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 be the costs for packaging, freight, insurance, customs, public levies and VAT. Statutory VAT shall be stated also separately in the invoice, at 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 any increases in wages and in the cost of materials that may have occurred in the meantime. The same shall apply for services that are to be provided as part of continuous obligations. If Würth Elektronik has agreed with the customer that the prices shall depend on specific 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 registered office is abroad 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 (beváltási költség) and other cheque costs shall be borne by the customer. In the event of default of payment, the customer shall pay default interest at the rate of 8 percentage points above the base rate. The right to assert a further claim for damages is not excluded.
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 be entitled to credit the payment towards the costs first, then towards interest, and finally towards the principal claim.
3.7 Counterclaims of the customer may only be set off or used to assert a right of retention if they are undisputed. A right to retain may be asserted by the customer only if the customer’s counterclaim is overdue and is based on the same contractual relationship.

4. Deliveries
4.1 Delivery periods and dates shall only be binding for Würth Elektronik if Würth Elektronik explicitly states or confirms in writing 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 proved notification that they are ready for delivery or have not notified the registered office or warehouse because the customer has concluded that it will not accept the goods.
4.2 If making the agreed deliveries or providing the services of Würth Elektronik requires the cooperation of the customer, the customer shall ensure that Würth Elektronik is provided with all the necessary and appropriate information and data within good time and that such is of the required quality. If programming is required, the customer shall provide Würth Elektronik with the necessary computer processing power, test data and data inputting capacities within good time and to a sufficient extent.
4.3 The delivery period shall not start before all the documents, information, approvals and permits that are to be provided by the customer have been provided in full and any technical issues clarified and any agreed down-payment has been received. As a prerequisite for compliance with the 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 is subject to the condition that 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 dates.
4.4 Würth Elektronik shall be entitled to make reasonable part deliveries and provide partial services. Unless otherwise expressly agreed, deliveries and services ahead of schedule shall be allowed.
4.5 If the customer is in default of acceptance or violates other duties to cooperate, Würth Elektronik can claim compensation for the damage caused including any additional expenditure and storage costs. Any other claims remain unaffected. Würth Elektronik shall be entitled, after setting a reasonable subsequent deadline, to otherwise dispose of the goods and to supply the customer with new goods within a reasonable extended deadline.

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 dispatch. This shall also apply to part deliveries or if it has been agreed that the dispatch is “freight paid” or free of charge. 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 the circumstances. At the request and expense of the customer, Würth Elektronik shall take out transport insurance to insure the goods against the risks specified by the customer.
5.2 If there is a delay in handing over or dispatch for reasons for which the customer is responsible, the risk shall pass to the customer on the
day the goods are ready to be dispatched and Würth Elektronik informs the customer of such in writing.

6. Retention of title

6.1 The goods supplied remain the property of Würth Elektronik until all receivables owed to Würth Elektronik by the customer as a result of the business relationship have been fully paid. If Würth Elektronik's receivables are subject to retention of title for the purpose of satisfying its due claims against the customer, or if the customer chooses the type of dispatch, the dispatch route and/or the person to carry out the dispatch, Würth Elektronik shall only be liable for wilful misconduct (szándékos magatartás) 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, to transfer them by way of security or to make any other dispositions which may jeopardize Würth Elektronik's ownership interest in the goods. The customer hereby accepts the assignment. If an assignment is not allowed, the customer hereby irrevocably instructs its third-party debtor in writing to make payments, if any, only to Würth Elektronik. This does not affect any further claims of Würth Elektronik. Upon request, the customer must provide Würth Elektronik with evidence of the conclusion of the insurance policy.

6.3 The customer hereby assigns to Würth Elektronik all receivables arising from the resale of the goods, including all ancillary rights, irrespective of whether the goods which are subject to retention of title are resold without or after further processing. Würth Elektronik hereby accepts this assignment. In the event that such assignment is not allowed, the customer hereby undertakes irrevocably to instruct the third-party debtor in writing to make payments, if any, only to Würth Elektronik. The customer has the authority, which may be revoked at any time, to collect the receivables assigned to Würth Elektronik as a trustee on behalf of Würth Elektronik. All amounts collected must be remitted to Würth Elektronik immediately. 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 payment, or if a petition is filed for the institution of insolvency proceedings against the assets of the customer. Any resale of these receivables is subject to prior approval by Würth Elektronik. The customer's authority to sell 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 of the processed or altered item, if the processed or altered 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 supplied to the value of the goods plus the costs incurred by Würth Elektronik in 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 in the ordinary course of business with the customer by more than 20% upon deduction of the mark-downs customary in the banking business. For valuation purposes, goods that are subject to retention of title shall be assessed on the basis of their invoice value and receivables shall be assessed on the basis of their reported net costs.

6.4 If the customer sends the goods to a destination other than the original delivery address, personnel and material costs due to the fact that the customer took the goods to a different location must 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 and material costs claimed by the customer in this connection shall be charged on the basis of net costs.

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 of the processed or altered item, if the processed or altered 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 supplied to the value of the goods plus the costs incurred by Würth Elektronik in 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 in the ordinary course of business with the customer by more than 20% upon deduction of the mark-downs customary in the banking business. For valuation purposes, goods that are subject to retention of title shall be assessed on the basis of their invoice value and receivables shall be assessed on the basis of their reported net costs.

6.6 If requested by the customer, Würth Elektronik 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 arising from the business relationship with the customer by more than 20% upon deduction of the mark-downs customary in the banking business. For valuation purposes, goods that are subject to retention of title shall be assessed on the basis of their invoice value and receivables shall be assessed on the basis of their reported net costs.

7. Claims for quality defects and liability

7.1 Würth Elektronik shall manufacture its products according to the state of the art in technology applicable at time of entering into the contract. Any intended usage that goes beyond the customary usage of the products or that requires a quality that deviates from the norm, in particular, any usage that is relevant for safety purposes, for example, aerospace or automobile usage, must be agreed in advance in writing.

7.2 The customer's defect rights shall require that the customer has fulfilled its statutory obligations to inspect and give notice of defects (subsection 1 of Sec. 6:162 of the Hungarian Civil Code (CC)). In particular, 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 without undue delay if made within two weeks after delivery for obvious defects and defects that could be identified during such 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 initially 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 ("útolágos teljesítés"); 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 and material costs claimed by the customer in this connection shall be charged on the basis of net costs.

7.4 If the goods are defective, the customer shall be entitled - for the purposes of subsequent performance ("útolágos teljesítés") - to choose between Würth Elektronik remedying the defect or delivering goods that are free from defects.

7.5 If Würth Elektronik is not prepared or is not in a position to carry out subsequent performance ("útolágos teljesítés") after a reasonable deadline has expired, the customer can choose to rescind the agreement or reduce the purchase price. The same shall apply if the subsequent performance fails, if it is unacceptable to the customer or if a reasonable deadline is exceeded due to reasons for which Würth Elektronik is responsible.
7.6 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 the fault of the customer but is instead due to the nature of the goods, if Würth Elektronik is responsible for such or if the defect did not become apparent until after the goods were processed or altered. The right to rescind the contract shall furthermore not exist if Würth Elektronik is not responsible for the defect and if instead of the received goods or services being returned by the customer, Würth Elektronik has to pay compensation for lost value.

7.7 Claims for defects shall not exist with respect to defects that are due to natural wear and tear, to improper handling by the customer, to repair or alterations made by 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.

7.8 The customer's claim for reimbursement of expenses in place of damages is due to be excluded if and to the extent that such expenses would not have been made if a reasonable third party had acted properly.

7.9 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 the operational, storage and/or maintenance recommendations provided by Würth Elektronik or the manufacturer, to only make agreed changes, replace spare parts professionally and use the consumables that have the necessary specifications. Where applicable the customer shall, both before and also regularly after the deliveries have been made or the services have been provided by Würth Elektronik, perform backups to its computer systems at sufficiently regular intervals. Würth Elektronik shall assume no liability for damage which is caused by or can be attributed to a breach of the aforesaid obligations of the customer.

7.10 Würth Elektronik shall be liable without limitation for any damage resulting from breach of guarantee or from death, bodily injury, or damage to health. The same shall apply to willful misconduct (szándékos magatartás), to mandatory statutory liability for product defects (in particular under the Hungarian Con Act) and for product liability regulated in sections between 6:550-6:559 of CC) and to liability if the claim is based on personal injury or damage to health, for willful misconduct (szándékos magatartás) and product defects. The customer shall not modify the goods; in particular, the customer shall not modify the goods in a manner that affects the unlimited liability of Würth Elektronik for damage resulting from a breach of guarantee or from death, bodily injury or damage to health, for willful misconduct (szándékos magatartás) and product defects. If Würth Elektronik makes a statement with regard to a claim for defects asserted by the customer, this shall not be deemed as the start of negotiations with regard to the claim or the circumstances on which the claim is based, provided the claim for defects is fully rejected by Würth Elektronik.

8. Intellectual property and usage rights relating to software and other protected products, information and co-operation duties

8.1 Unless otherwise provided in the contract or by law, any rights relating to software or other protected products which are delivered to the customer or which are produced for the customer, in particular, copyrights, industrial property rights (iparjogvédelmi jogok) such as, patents, trademarks and registered designs (formatervezési minták), shall remain the property of Würth Elektronik or the individual proprietor of the rights. This shall also apply if the software or any other protected products are produced according to the specifications of or Würth Elektronik and the customer.

8.2 If Würth Elektronik uses the customer's software, Würth Elektronik shall only use such software for the contractually agreed purpose. If Würth Elektronik requires the source code for the software or makes contractually agreed changes or remedy defects, the customer shall provide Würth Elektronik with such free of charge for use.

8.3 The customer shall only receive a simple right of use to the software and other protected products to such extent as is required for the purpose of the contract, unless otherwise provided in the contract, in particular, the applicable licencing terms of the software or an individual licence agreement. In this regard to software provided by Würth Elektronik, unless expressly permitted under the contract or by law, the customer shall in particular be forbidden from reproducing, distributing, disclosing, changing, translating, extending, making other modifications to and/or decompiling such.

8.4 For backup purposes, the customer may create the necessary backup copies of the software, provided the individual licence agreement does not to refrain from such. Würth Elektronik reserves the entitlements of Würth Elektronik listed in section 8.3 above remain unaffected. Backup copies on moveable data carriers shall be marked as such and shall be endowed 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 of the software, the customer shall immediately 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 or products and whether this, in the opinion of the customer, justifies the third party’s claim. 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. Upon 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 written 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 such cases, Würth Elektronik will defend itself as instructed by Würth Elektronik. If 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 point a) of subsection 2 of section 6:159 of CC, Würth Elektronik shall also be entitled with regard to title defects (hibás jogcím) relating to software to attempt subsequent performance, if customer so choses (cf. 7.4). In all other respects, the statutory provisions for warranty obligations for title defects (hibás jogcím) 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 inform Würth Elektronik immediately and Würth Elektronik ensures 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 defect which did not exist at the start of delivery, the customer shall assist Würth Elektronik and take all measures ordered by 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.

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 If Würth Elektronik or the customer are prevented by force majeure from performing its contractual obligations they shall be released from their obligation to perform for the duration of the impediment and for a reasonable start-up period without being liable for damages. The same shall apply if the performance of their obligations becomes unreasonably complicated or temporarily impossible because of unforeseeable circumstances for which they are 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 The parties 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 the parties. 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, controlled and used by Würth Elektronik in accordance with the provisions of the Act CXII of 2011 on the Right of Informational Self-Determination and on Freedom of Information (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.
12.3 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.
12.4 The place of performance 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 If a provision 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.