General Terms and Conditions
of Würth Elektronik GmbH & Co. KG and
Würth Elektronik CBT International GmbH

Version: June 2026

1. Application

1.1 These General Terms and Conditions (hereinafter „Conditions“) shall apply to all deliveries and services of Würth Elektronik GmbH & Co. KG and Würth Elektronik CBT International GmbH (hereinafter collectively „Würth Elektronik“) even if they are not referred to in subsequent contracts. These Conditions apply exclusively. 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. 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 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. 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.

2.4. The customer is bound to his order for two weeks. Unless otherwise agreed, an order shall become binding for Würth Elektronik once it has been confirmed by Würth Elektronik in writing. An order confirmation generated with the help of automatic systems, which lacks signature and name reproduction, shall be deemed to be in writing. If the order confirmation contains obvious errors, spelling mistakes or miscalculations, it shall not be binding for Würth Elektronik. In case no written order confirmation is issued, Würth Elektronik may accept orders by making delivery or providing the services.

2.5 Unless otherwise expressly agreed in writing, the purpose of the contract pursuant to Section 434 (2) No. 2 of the German Civil Code (BGB) shall be limited to the delivery of goods that comply with the quality owed. Unless expressly agreed otherwise in writing, the owed quality of the goods shall be conclusively agreed in the Datasheet and/ or other accompanying technical documents of Würth Elektronik. Unless expressly agreed otherwise in writing, the goods do not have to comply with the objective requirements according to § 434 para. 3 BGB. In particular, it shall not be owed that the goods are suitable for normal use and/or that they have a quality which is usual for goods of the same type and which the customer can expect taking into account (i) the type of goods and (ii) public statements made by Würth Elektronik or on behalf of Würth Elektronik or by another person in preceding links of the contractual chain, in particular in advertising or on the label. Also, the goods do not have to correspond to the condition of a sample or model provided by Würth Elektronik to the customer prior to the conclusion of the contract.

2.6 Executing orders according to the documents to be provided by the customer shall require written approval by Würth Elektronik.

2.7 Contracts that are concluded shall oblige the customer to accept and pay for the goods or services ordered. The customer is entitled to withdraw from the contract only if so agreed individually or if so permitted by statutory law.

3. Prices, payment, set-off

3.1 The price stated in the order confirmation shall apply. In the absence of an individual agreement, the prices shall apply FCA in accordance with Incoterms® 2020 (ex location or warehouse of Würth Elektronik from where the goods are handed over to the carrier) excluding any ancillary costs, e. g. packaging, freight and/or insurance. All additional costs incurred in Germany and, if applicable, abroad in connection with the delivery shall be borne by the customer. If the customer does not receive an order confirmation or if the order confirmation does not contain any price information, the price agreed between the parties shall apply. Statutory VAT shall be stated separately in the invoice at the statutory rate applicable on the day the invoice is issued.

3.2 If a factor relevant for pricing, such as wages, energy costs and/ or costs for raw materials, increases or decreases by more than 5 % for services that are not rendered within a period of three months after conclusion of the contract, Würth Elektronik reserves the right to adjust the prices by the amount by which the acquisition or manufacturing costs of the delivery items have increased or decreased. If use is made of this price adjustment clause, Würth Elektronik shall be obliged to provide evidence of the additional costs incurred at the customer's request. Orders for which fixed prices have not been expressly agreed and for which the time of performance was agreed to be at least three months after conclusion of the contract will be charged based on the list prices of Würth Elektronik as in effect on the day of performance. If Würth Elektronik has agreed with the customer that the prices shall de-pend on specific price factors, for example, raw material prices, changes in the price factors lead to price adjustments, irrespective of the performance period.

3.3. Unless otherwise agreed in writing, payment shall be made net within 20 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 prepayment 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. This shall accordingly apply if the customer refuses to pay or does not pay outstanding claims and there are no undisputed or legally established objections against the claims of Würth Elektronik.

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 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 9 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 by the customer if they have become final by virtue of a judgment or if they are undisputed. A right to retain may be asserted by the customer only if the customer's counterclaim is based on the same contractual relationship.

4. Deliveries

4.1 The order confirmation shall be decisive for the scope of performance. Changes to the scope of performance shall require the written confirmation of Würth Elektronik in order to be effective.

4.2 Unless expressly agreed otherwise, delivery shall be FCA in accordance with Incoterms®2020 (ex location or warehouse of Würth Elektronik from where the goods are handed over to the carrier).

4.3 An agreed delivery period begins with the conclusion of the contract. Delivery periods and dates shall only be binding for Würth Elektronik if Würth Elektronik explicitly states or confirms that they are binding. Any other dates are nonbinding information on the delivery time. 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 not accepted the goods.

4.4 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. If the customer's cooperation is delayed, Würth Elektronik shall not be responsible for any resulting delays in delivery.

4.5 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 have been 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.

4.6 Würth Elektronik shall be entitled to make reasonable part deliveries and provide partial services. Unless otherwise expressly agreed, excess or short deliveries of up to 10% of the ordered quantity are customary in the manufacture of printed circuit board products for technical reasons and do not entitle to complaints or refusal of acceptance. The payment claim resulting from the delivery quantity shall be reduced or increased accordingly. Unless otherwise expressly agreed, deliveries and services ahead of schedule shall be allowed.

4.7 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 Unless expressly agreed otherwise, delivery shall be FCA in accordance with Incoterms® 2020 (ex location or warehouse of Würth Elektronik from where the goods are handed over to the carrier), i.e. the risk of accidental loss or accidental deterioration of the delivery items shall pass to the customer as soon as the delivery items have been handed over to the carrier or have left our warehouse for the purpose of shipment. This shall also apply to partial 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.

5.3 If Würth Elektronik 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 or gross negligence resulting from this choice.

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 obligations to be performed include delivering software, up until payment in full has been made of any receivables, the customer shall in any case only be granted a revocable usage right. These receivables also include claims under cheques and bills of exchange, as well as current account claims.

6.2 The customer shall be obliged to handle all goods to which title is retained, and as long as title is retained, with the diligence of a prudent businessman. In particular, the customer is obliged to sufficiently insure the goods at the customer's own expense against damage by fire, water, and theft at their replacement value. The customer hereby assigns to Würth Elektronik all claims for compensation arising from such insurance. Würth Elektronik hereby accepts the assignment. If an assignment is not allowed, the customer hereby irrevocably instructs its insurer 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 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. In the event of attachments or other encroachments by third parties, the customer must notify Würth Elektronik without undue delay in textual form and provide all the information required, advise the third party of Würth Elektronik's property rights and assist with the measures taken by Würth Elektronik to protect the goods which 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, if and to the extent that these costs cannot be obtained from the third party.

6.4 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 irrevocably instructs the third-party debtor 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 the creditworthiness or financial position of the customer deteriorates, he cease any other business activity essential for the contractual performance or if he becomes incapable for other reasons to fulfill the contractual duties. 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.

6.5 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, surrender such goods and inform Würth Elektronik where these goods are located. After a timely warning to such effect, Würth Elektronik may otherwise dispose of the goods that are subject to retention of title for the purpose of satisfying its due claims against the customer.

6.6 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 supplied 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.

6.7 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 nominal value.

6.8 In the event that goods are delivered to destinations with other legal systems in which the retention of title pursuant to clauses 6.1 to 6.7 above does not offer the same degree of protection as in the Federal Republic of Germany, the customer hereby grants Würth Elektronik the equivalent security interest. If the creation of this security interest requires further declarations or actions, the customer shall make these declarations and perform these actions. The customer shall assist with all measures required for, and conducive to, the validity and enforceability of such security interests.

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. Liability for material defects and defects of title shall be based exclusively on the quality owed as conclusively agreed in the Datasheet and/or other accompanying technical documents, unless otherwise specified between the parties.

7.2 The goods sold by Würth Elektronik have been designed and manufactured for use in general electronic equipment, in accordance to the Datasheet. The customer needs the written approval of Würth Elektronik before incorporating the goods into any equipment in fields such as, but not limited to, military, aerospace, aviation, nuclear control, submarine, transportation (automotive control, train control, ship control), transportation signal, disaster prevention, medical or for any other purposes where

higher safety and reliability are especially required or if there is the possibility of severe damage or personal injury. The responsibility for the applicability and use in a particular customer design is always solely within the responsibility of the customer.

7.3 The customer's defect rights shall require that the customer has fulfilled its statutory obligations to inspect and give notice of defects (Sec. 377, 381 German Commercial Code (HGB)), in particular that the customer has checked the delivered goods upon receipt and notified Würth Elektronik without undue delay and in textual form 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 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 description of the defects in textual form.

7.4 Unless otherwise agreed, the customer shall 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, in particular transportation, travel, labour and material costs within the meaning of Sec. 439 (2 and 3) German Civil Code (BGB) 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.

7.5 If the goods are defective, Würth Elektronik shall be entitled – for the purposes of subsequent performance – to choose between remedying the defect or delivering goods that are free from defects.

7.6 If Würth Elektronik is not prepared or is not in a position to carry out subsequent performance 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.

7.7 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 the fact that it is impossible to return such due to their nature, 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.

7.8 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.

7.9 In case the goods are digital products within the terms of §§ 327 ff. BGB or goods with digital elements according to § 475b BGB, Würth Elektronik shall furthermore be liable to the customer for the provision of updates exclusively for the duration and to the extent as owed according to the condition agreed pursuant to section 2.5 sentence 2 or otherwise agreed with the customer in writing.

7.10 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.

7.11 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 authorised 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.

7.12 Würth Elektronik shall be liable in accordance to applicable statutory law for any damage resulting from breach of guarantee or from death, bodily injury, or damage to health. The same shall apply to wilful misconduct and gross negligence, to mandatory statutory liability for product defects (in particular under the German Product Liability Act (ProdHaftG) and to liability if defects were concealed with fraudulent intent. In cases of slight negligence, Würth Elektronik shall only be liable if material obligations are breached that result from the nature of the contract and the performance of which is of particular importance in order for the purpose of the contract to be achieved. If such obligations are breached, as well as in the event of default or if performance is impossible, Würth Elektronik's liability shall be limited to the damage which can typically be expected with such contract.

7.13 For Printed Circuit Boards with surface finish immersion tin a reduced limitation period of six months apply due to the ageing process of this surface. In all other respects the limitation period for claims for defects of the customer shall be one year, unless the defective good has been used in its customary manner for a building and this has caused a defect to the building. The limitation period shall also apply to claims resulting from a tortious act that are based on a defect of the goods. The limitation period shall start with the delivery of the goods. This shall not affect the unlimited liability of Würth Elektronik for damage resulting from a breach of guarantee or from death, bodily injury or damage to health, for wilful misconduct and gross negligence, 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.

7.14 The suspension of the expiry of the period of limitation of rights of recourse as stipulated in Section 445b (2) sentence 1 of the German Civil Code (BGB) ends at the latest five years after the point in time at which Würth Elektronik has delivered the item to the customer. In the event that the goods are resold to a consumer, Würth Elektronik can only refer to this if Würth Elektronik simultaneously grants the customer an equivalent compensation.

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

8.1 The customer undertakes to inform Würth Elektronik without delay of any claims by third parties to intellectual property rights relating to the products supplied by Würth Elektronik. Würth Elektronik shall be entitled, but not obligated, to assume legal defense at its own expense and under its own responsibility.

8.2 The customer warrants that goods and services provided, in particular drawings that serve as the basis for customer-specific orders, are free of third-party property rights. In the event of defects of title, the customer shall indemnify Würth Elektronik against all corresponding third-party claims, unless the customer is not responsible for the defect of title.

8.3 Unless otherwise agreed in individual cases, Würth Elektronik shall retain ownership rights and copyrights to all documents or aids provided to the customer, such as, in particular but not limited to, drawings, illustrations, graphics, drafts, calculations, descriptions, plans, models, samples or sample pieces, technical specifications, documentation, data carriers and software programs. Such documents and aids shall be used exclusively for the contractual performance and shall not be made accessible to third parties without the express written consent of Würth Elektronik. Upon request, the customer shall return the aforementioned items to Würth Elektronik in their entirety and destroy any copies made if they are no longer required in the ordinary course of business or if negotiations do not lead to the conclusion of a contract. This shall not apply to routinely made backup copies of electronic data traffic or to confidential information and copies thereof that the other contracting party must retain under applicable law.

8.4 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 such as, patents, trademarks and registered designs, 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 in cooperation with the customer.

8.5 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 codes for the software to make contractually agreed changes or remedy

defects, the customer shall provide Würth Elektronik with such free of charge for use.

8.6 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, or by mandatory statutory law. With 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.

8.7 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. Sec. 69d (2) Germany Act on Copyright and Related Rights (UrhG) 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.

8.8 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.

8.9 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 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 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. 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.

8.10 Notwithstanding Sec. 439 (1) German Civil Code (BGB), Würth Elektronik shall also be entitled with regard to title defects relating to software to attempt subsequent performance, if Würth Elektronik so chooses. In all other respects, the statutory provisions for warranty obligations for title defects 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 textual form 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 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 because of unforeseeable circumstances for which Würth Elektronik is not responsible, in particular, because of industrial action, Pandemics and Epidemics, official acts, in particular quarantine orders, 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. Confidentiality and Data protection

11.1 The customer and Würth Elektronik shall be obliged for an unlimited period of time to maintain the confidentiality of any and all information received in connection with the cooperation from the other party which due to circumstances can be identified or should have been identified as a trade or business secret; the customer and Würth Elektronik may neither record nor disclose or use any such information. The customer and Würth Elektronik shall 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.

11.2 When entering into an agreement with Würth Elektronik, the customer may provide personal data to Würth Elektronik. Würth Elektronik collects and processes personal data only to the extent necessary for the performance of a contract or for the implementation of precontractual measures in accordance with the applicable data protection regulations. 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. The customer may find information about the processing of personal data on Würth Elektronik´s website.

12. Export control

12.1 The parties undertake to comply with all relevant export control and sanctions regulations. The customer undertakes not to export any goods to any country, if in these cases, applicable law, in particular the law of the European Union, is violated. The customer also undertakes not to resell to third parties, in violation of applicable law, in particular the law of the European Union. The customer confirms that it is not owned or controlled (directly or indirectly) by a natural person or legal entity that is subject to applicable sanctions.

12.2 The customer assures not to sell, export or re-export delivered goods, insofar as they are subject to the provisions of Article 12g Regulation (EU) 833/2014, either directly or indirectly, to the Russian Federation or for use in the Russian Federation. The customer undertakes not to sell, supply, transfer or export, directly or indirectly, to any natural or legal person, entity or body in the third country listed in Annex XXXIII to Regulation (EU) No 833/2014, any goods and technologies listed in Article 12f of that Regulation, whether or not originating in the European Union. The customer also assures not to sell, export or re-export delivered goods, insofar as they are subject to the provisions of Article 8g Regulation (EU) 765/2006, either directly or indirectly, to Belarus or for use in Belarus. Furthermore, the customer undertakes not to use any intellectual property rights, trade secrets or other information in material or information sold, licensed or otherwise transferred to it in connection with the unauthorized sales, exports or re-exports mentioned in this clause and to prohibit any potential sub-licensees of such intellectual property rights or trade secrets from doing the same.

12.3 The customer shall use its best efforts to ensure that the purpose in clause 12.2 is not frustrated by third parties in the further commercial chain, in particular not by possible resellers.

12.4 The customer shall set up and maintain an adequate monitoring mechanism to prevent circumvention of the provision in clause 12.2 by third parties in the further commercial chain or by potential resellers.

12.5 Any violation of the above clauses 12.1 through 12.4 shall constitute a material breach of contract and entitles Würth Elektronik to terminate the supply relationship with immediate effect and to cancel orders already confirmed without delay. In addition, the customer shall indemnify Würth Elektronik against all costs, third-party claims, and other disadvantages (e.g., fines) resulting from the breach of an obligation under the above clauses 12.1 through 12.4. This shall not apply if the customer is not responsible for this breach of duty. Furthermore, Würth Elektronik shall be entitled to demand a contractual penalty in the amount of 5 % of the sales price of the goods sold in violation of

the provisions of this regulation. Any further claims for damages shall remain unaffected by this.

12.6 The customer shall be obliged to notify Würth Elektronik of all violations of the provisions of clauses 12.1 through 12.4, including any relevant activities by third parties that could frustrate the purpose of clause 12.2. Upon request, the customer shall provide Würth Elektronik with all information concerning compliance with the obligations under clauses 12.2, 12.3 and 12.4 within two weeks of the simple request of such information. Würth Elektronik shall notify the competent authority of all violations of the provisions of the above clauses 12.2, 12.3 and 12.4.

12.7 This only applies insofar as the provisions of sections 12.1 to 12.6 do not infringe mandatory local law of the customer.

12.8 The customer shall undertake to inform Würth Elektronik immediately and without being solicited if a product ordered by the customer could be subject to foreign trade restrictions. The customer must bear all costs and damages incurred by Würth Elektronik due to infringement of this obligation, to the extent the customer is responsible for the infringement. Supplying the customer is subject to possible mandatory approvals by the authorities (e.g., Federal Office of Economics and Export Control - BAFA).

13. Return of packaging

13.1. Pursuant to Section 15 (1) of the German Packaging Act (VerpackG), the customer shall be entitled to return transport, retail and outer packaging to Würth Elektronik. The returned packaging shall be recycled by Würth Elektronik. The packaging shall be returned to Würth Elektronik's place of business during business hours and at the customer's expense.

13.2. The parties shall agree on the return in advance. In this context, the customer shall inform Würth Elektronik of the type of packaging, the types of material as well as the scope, stating the quantity and volume in the units kilograms and litres.

13.3. The customer shall ensure that the packaging materials are clean, separated according to type of material and free of foreign substances when returning transport, retail and outer packaging in accordance with Section 15 (1) of the German Packaging Act (VerpackG). If this is not the case, Würth Elektronik shall have the right to refuse to take back the packaging or to claim compensation for the additional costs incurred during disposal. The same shall apply if the information provided by the customer under section 13.2 above is incorrect.

13.4. If the customer disposes of packaging material itself, this must be done professionally.

14. Final provisions

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

14.2 The legal relations between the customer and Würth Elektronik shall be governed by the laws of the Federal Republic of Germany, without regard to the United Nations Convention on Contracts for the International Sale of Goods (CISG).

14.3 If the customer is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive – also international – place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be the place of business of Würth Elektronik. However, Würth Elektronik shall also be entitled to bring an action at the general place of jurisdiction of the customer. Overriding statutory provisions, in particular regarding exclusive jurisdiction, shall remain unaffected.

14.4 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.

14.5 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.

14.6 Even if these Conditions are written in English language, it has to be understood that these Conditions were prepared by German lawyers against a German commercial and legal background. If any term of these Conditions is open to interpretation, the intended German meaning shall prevail.

15. 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.