

General Terms and Conditions of Würth Electronics New Zealand Limited

- As of: June 2023 -



1. Application

1.1 These General Terms and Conditions (hereinafter "**Conditions**") shall apply to all deliveries and services of Würth Electronics New Zealand Limited (hereinafter "**Würth Electronics**") 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, to the extent permitted by law, not become part of the contract unless their application is expressly approved by Würth Electronics in writing. These Conditions shall apply even if Würth Electronics 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 Electronics 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 Electronics is entitled by law shall remain unaffected.

1.4 The following definitions apply unless the context requires otherwise:

(a) "Consumer Law" means Fair Trading Act 1986, Consumer Guarantees Act 1993 and any other legislation in relation to the protection of consumers (including parts of the Contract and Commercial Law Act 2017)

(b) "customer" means the person or other entity that purchases goods or services from Würth Electronics under a contract arising in accordance with clause 2 of these Conditions.

(c) "force majeure" means any cause, event or circumstance which is beyond the reasonable control of the party claiming force majeure, but excluding a lack of funds for any reason.

(d) "GST Law" means Goods and Services Tax Act 1985 (NZ), and terms used which are not defined in these Conditions, but which are defined in the GST Law, have the meanings given in the GST Law.

(e) "PPSA" means the Personal Property Securities Act 1999.

2. Offer and formation of contract

2.1 Offers from Würth Electronics 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.

To the extent permitted by law, they do not constitute an agreement on, or guarantee of, the corresponding quality of the goods.

2.3 Würth Electronics 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 cannot withdraw their order for two weeks. Unless otherwise agreed, an order shall become a binding contract once it has been confirmed by Würth Electronics 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 Electronics. In case no written order confirmation is issued, Würth Electronics may accept orders by making delivery or providing the services.

2.5 Unless otherwise expressly agreed in writing, the purpose of the contract shall be limited, to the extent permitted by Consumer Law, 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 Electronics. In particular, to the extent permitted by Consumer Law, there shall be no warranty or guarantee 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 Electronics or on behalf of Würth Electronics or by another person in preceding links of the contractual chain, in particular in advertising or on the label. Also, to the extent permitted by Consumer Law, the goods do not have to correspond to the condition of a sample or model provided by Würth Electronics 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 Electronics.

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

3. Prices, payment, set-off

3.1 The price stated in the order confirmation shall apply. In the absence of an individual agreement, not included in the price shall be any ancillary costs, such as packaging, customs, public levies, VAT, freight and/or insurance. All additional costs incurred in New Zealand

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and, if applicable, abroad in connection with the delivery shall be borne by the customer. If the buyer 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. GST 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 four months after conclusion of the contract, Würth Electronics 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 Electronics shall be obliged to provide evidence of the additional costs incurred at the customer's request. If Würth Electronics 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 in writing, payment shall be made net within 30 days after the date of the invoice. Würth Electronics 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 outside New Zealand, the customer's registered office is outside New Zealand or if there are any other reasons that give Würth Electronics 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 Electronics becomes aware of circumstances that could considerably reduce the customer's creditworthiness and which could endanger the payment of outstanding receivables of Würth Electronics by the customer under the individual contract, Würth Electronics 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 Electronics.

3.5 Payment shall be deemed made on the date on which Würth Electronics receives cleared funds of the amount owed.. In the event of default of payment, the customer shall pay default interest at the rate of 9 percentage points above the rate charged by Würth

Electronics' New Zealand bank for commercial overdraft facilities. The right to assert a further claim for damages is not excluded.

3.6 Würth Electronics 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 Electronics 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. To the extent permitted by law, 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 Electronics in order to be effective.

4.3 An agreed delivery period begins with the conclusion of the contract. Delivery periods and dates shall only be binding for Würth Electronics if Würth Electronics explicitly states or confirms 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 Electronics' registered office or at one of Würth Electronics' warehouses before this period has expired or if Würth Electronics 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.

4.4 If making the agreed deliveries or providing the services of Würth Electronics requires the cooperation of the customer, the customer shall ensure that Würth Electronics 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 Electronics 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 Electronics shall, to the extent permitted by law, 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

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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 Electronics is supplied by its own suppliers in due time and properly. Any changes or amendments that are subsequently agreed with Würth Electronics may result in a reasonable extension of the agreed delivery dates.

4.6 Würth Electronics 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.

4.7 If the customer is in default of acceptance or violates other duties to cooperate, Würth Electronics can claim compensation for the damage caused including any additional expenditure and storage costs. Any other claims remain unaffected. Würth Electronics 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, 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 Electronics 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 Electronics 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 Electronics informs the customer of such.

5.3 If Würth Electronics chooses the type of dispatch, the dispatch route and/or the person to carry out the dispatch, Würth Electronics 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 Electronics until all receivables owed to Würth Electronics by the customer as a result of the business relationship have been fully paid. If Würth Electronics'

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 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 due care. 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 Electronics all claims for compensation arising from such insurance. Würth Electronics 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 Electronics. This does not affect any further claims of Würth Electronics. Upon request, the customer must provide Würth Electronics 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 Electronics' ownership. In the event of attachments or other encroachments by third parties, the customer must notify Würth Electronics without undue delay in writing and provide all the information required, advise the third party of Würth Electronics' property rights and assist with the measures taken by Würth Electronics 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 Electronics 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 Electronics 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 Electronics. The customer has the authority, which may be revoked at any time, to collect the receivables assigned to Würth Electronics as a trustee on behalf of Würth Electronics. All amounts collected must be remitted to Würth Electronics immediately. Würth Electronics 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

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obligations to Würth Electronics, if the customer is in default of payment or stops payment, or if the creditworthiness or financial position of the customer deteriorates, they cease any other business activity essential for the contractual performance or if they becomes incapable for other reasons to fulfil the contractual duties. Any resale of these receivables is subject to prior approval by Würth Electronics. 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 Electronics 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 Electronics shall be entitled to rescind the contract without prejudice to its other rights. The customer must immediately grant Würth Electronics, or any third party commissioned by Würth Electronics, access to the goods that are subject to retention of title, surrender such goods and inform Würth Electronics where these goods are located. After a timely warning to such effect, Würth Electronics 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 Electronics. 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 Electronics, Würth Electronics 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 Electronics. 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 Electronics shall be obliged to surrender the security interests to which Würth Electronics is entitled to the extent that the realizable value of these security interests exceeds Würth Electronics' receivables arising from the business relationship with the customer by more than 10% 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 New Zealand, the customer hereby grants Würth Electronics 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.

6.9 For the avoidance of doubt, the interest of Würth Electronics in the goods supplied by the Würth Electronics to the customer in accordance with these terms constitutes a 'purchase money security interest' pursuant to the PPSA.

6.10 The customer will do everything reasonably required of it by Würth Electronics to enable Würth Electronics to register its security interest with the priority Würth Electronics requires and to maintain those registrations including:

- (a) signing any documents and/or providing any information which Würth Electronics may reasonably require to register a financing statement or a financing change statement in relation to a security interest; or
- (b) correcting a defect in a statement referred to in clause 6.10 (a).

6.11 The customer will not enter into any security agreement that permits any other person to register any security interest in respect of the goods which are subject to retention of title or the proceeds of those goods.

6.12 The customer waives any right it may have under the PPSA to receive from Würth Electronics a copy of any verification statement or financing change statement that is registered, issued or received at any time in relation to these Conditions.

6.13 The customer will not change its name without giving Würth Electronics at least 5 (five) days prior notice of what its new name will be.

6.14 If the customer defaults in the timely performance of any obligation owed to Würth Electronics, Würth Electronics may enforce its security interest in any goods which are subject to retention of title or the proceeds of the goods by exercising all or any of its rights under any order and these Conditions, the general law and/or the PPSA.

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6.15 To the extent that Part 9 of the PPSA applies to any security interest created under these Conditions, the customer agrees that sections 114(1)(a), 133 and 134 of the PPSA will not apply on the enforcement by Würth Electronics of its rights in respect of any security interest created or provided for by this Agreement. The customer also waives any rights it may have under sections 116, 120(2), 121, 125, 126, 127, 129 and 131 of the PPSA on such enforcement.

6.16 Würth Electronics' rights under clauses 6.9 to 6.15 are cumulative and not in substitution for any other rights that Würth Electronics may have in the event of default by the customer.

6.17 The expressions "security interest", "verification statement" and "financing change statement" have the meanings given to them under or in the context of the PPSA.

7. Claims for quality defects and liability

7.1 Würth Electronics 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, to the extent permitted by applicable law, 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 Electronics have been designed and manufactured for use in general electronic equipment, in accordance with the Datasheet. The customer needs the written approval of Würth Electronics 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, to the extent permitted by law, always solely within the responsibility of the customer.

7.3 To the fullest extent permitted by law no warranty or condition shall be implied against Würth Electronics by statute, common law or otherwise and no representation or express condition or warranty shall be binding by Würth Electronics unless it is in writing and signed on behalf of Würth Electronics.

7.4 Notwithstanding anything else in these Conditions and if the parties are 'in trade' (within the meaning of the Fair Trading Act 1984

and Consumer Guarantees Act 1993) the parties agree and acknowledge:

(a) the products are supplied by the Würth Electronics and acquired by the customer in trade within the meaning of the Fair Trading Act 1986 and the Consumer Guarantees Act 1993;

(b) the goods and/or services supplied will be acquired by the customer solely for its business purposes;

(c) the Consumer Guarantees Act 1993 and sections 9, 12A and 13 of the Fair Trading Act 1986 will not apply to these Conditions or as between the parties, any order or acceptance, or any products supplied by Würth Electronics;

(d) the implied warranties and conditions contained in the provisions of Part 3 of the Contract and Commercial Law Act 2017 will not apply;

(e) it is fair and reasonable to exclude the application of those statutes and provisions and

(f) for the purposes of this clause, the customer acknowledges that it had a reasonable opportunity to review these Conditions, discuss it with Würth Electronics and receive advice from its legal advisor.

7.5 Würth Electronics does not undertake that repair facilities and parts will be available for the goods in New Zealand.

7.6 Nothing in these Conditions excludes, restricts, or modifies, or is intended to exclude, restrict, or modify, any guarantee, condition, warranty, right or liability implied by law (including any guarantee, condition, right or liability imposed under the Fair Trading Act 1986 and the Consumer Guarantees Act 1993) to the extent it cannot lawfully be excluded, restricted or modified..

7.7 The customer must inspect and give notice of defects in the delivered goods upon receipt and notify Würth Electronics 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 Electronics 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 Electronics shall, to the extent permitted by law, not be liable for the defect. When reporting defects to Würth Electronics, the customer must supply a detailed description of the defects in writing.

7.8 Unless otherwise agreed, the customer shall initially deliver the goods at its own expense to Würth Electronics so that the defects can

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be examined. The expenses that are required for the inspection and subsequent performance, in particular transportation, travel, labour and material costs shall, to the extent permitted by law, only be borne by Würth Electronics 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. The reimbursement of the costs for removal and installation in the context of supplementary performance regardless of fault is, to the extent permitted by law, excluded.

7.9 To the extent permitted by law, if the goods are defective or there is a failure to comply with Consumer Law (to the extent the parties cannot contract out of Consumer Law as set out in these Conditions), the liability of Würth Electronics shall be limited to remedying the defect or delivering replacement goods that are free from defects.

7.10 If Würth Electronics 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 Electronics is responsible.

7.11 To the extent permitted by law, 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 Electronics 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, to the extent permitted by law, not exist if Würth Electronics is not responsible for the defect and if instead of the received goods or services being returned by the customer, Würth Electronics has to pay compensation for lost value.

7.12 Claims for defects shall not be valid 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 Electronics or the manufacturer. 7.13 In case the goods are digital products or goods with digital elements, Würth Electronics shall furthermore be liable to the customer for the provision of

updates exclusively for the duration and to the extent as set out in the Datasheet and/or other accompanying technical documents of Würth Electronics or otherwise agreed with the customer in writing.

7.14 Würth Electronics 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 Electronics 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 Electronics, perform backups to its computer systems at sufficiently regular intervals. Würth Electronics shall assume no liability for damage which is caused by or can be attributed to a breach of the aforesaid obligations of the customer.

7.15 Subject to Consumer Law, 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 liability of Würth Electronics for damage resulting from a breach of guarantee not excluded by these Conditions or from death, bodily injury or damage to health, for wilful misconduct and gross negligence, and product defects as set out in clause 7.6. If Würth Electronics 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 Electronics.

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 such as, patents, trademarks and registered designs, shall remain the property of Würth Electronics 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 co-operation with the customer.

8.2 If Würth Electronics uses the customer's software, Würth Elektronik shall only use such software for the contractually agreed

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purpose. If Würth Electronics requires the source codes for the software to make contractually agreed changes or remedy defects, the customer shall provide Würth Electronics 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, or by mandatory statutory law. With regard to software provided by Würth Electronics, 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 contain provisions to the contrary. 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 Electronics 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 Electronics without undue delay in writing. 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 Electronics, the customer shall allow Würth Electronics to handle the defence against these claims and, to the extent permissible and possible, shall allow Würth Electronics to represent the customer or shall conduct the defence itself as instructed by Würth Electronics. Up until receiving notification as to whether Würth Electronics 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 Electronics. If Würth Electronics deals with the defence, this obligation shall continue to apply. In addition, the customer shall support Würth Electronics in its defence, if this is required for an appropriate defence. In return, Würth Electronics 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 Electronics. In the event that Würth Electronics 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 Electronics, the customer shall not be entitled to assert claims against Würth Electronics.

8.7 Würth Electronics shall also be entitled with regard to title defects relating to software to attempt subsequent performance, if Würth Electronics 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 Electronics 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 Electronics 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 Electronics 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 Electronics 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 Electronics and take all measures ordered by Würth Electronics, 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 Electronics.

9.3 The customer shall inform Würth Electronics 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 Electronics is prevented by force majeure from performing its contractual obligations, in particular from delivering

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the goods, Würth Electronics 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 Electronics becomes unreasonably complicated or temporarily impossible because of unforeseeable circumstances for which Würth Electronics 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 Electronics 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 Electronics. At the request of the customer, Würth Electronics 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 Privacy

11.1 The customer shall be obliged for an unlimited period of time to maintain the confidentiality of any and all information received through Würth Electronics 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.

11.2 From time to time, Würth Electronics may collect and use personal information concerning the Customer (if a natural person) or its directors or shareholders for purposes as set out in Würth Electronics' Privacy Policy available at <https://www.werth-electronic.com/en/company> as updated from time to time (**Privacy Policy**). Würth Electronics is subject to the privacy principles set out in the Privacy Act 2020 (**Privacy Act**) and the Privacy Policy and shall abide by those principles and the Privacy Policy in relation to any personal information sought or collected in relation to the Customer.

11.3 The Customer authorises Würth Electronics to collect, use and disclose the Customer's (if a natural person or persons), its directors' and shareholders' (if applicable) personal information as set out in the Privacy Policy.

11.4 The Customer consents to the transfer of information concerning the Customer, or otherwise provided to Würth Electronics, to related companies of Würth Electronics for purposes described in the Privacy Policy.

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 Electronics shall be governed by the laws of the New Zealand, 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 Electronics and the customer shall be the registered office of Würth Electronics. Würth Electronics 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 place of performance for any and all obligations to be performed by the customer and by Würth Electronics shall be the registered office of Würth Electronics.

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.

13. Environmental declaration

Würth Electronics 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.