

As of: July 2020

### **1. Application**

1.1 These General Terms and Conditions (hereinafter "Conditions") shall apply to all deliveries and services of Würth Electronics Malaysia Sdn Bhd, (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 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.

### **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. 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 Orders from the customer shall be binding for the customer. Würth Electronics 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 Electronics.

2.6 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 agreed price shall always be decisive. Not included in the price shall, in particular, be the costs for packaging, freight, insurance, customs, public levies and taxes. Statutory sales and services tax ("SST") shall be stated 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 Electronics 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 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, 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 abroad, the customer's registered office is abroad 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. If the customer is in default of payment, all the receivables of Würth Electronics that are outstanding with the customer shall become due immediately.

3.5 Payment shall be deemed made on the date on which Würth Electronics can dispose of the amount owed. When paying by cheque, payment shall only be deemed made after the cheque has been cashed and Würth Electronics 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 5 percent per year. The customer hereby unconditionally and irrevocably acknowledges that the sums stipulated herein to be payable by the customer would constitute reasonable compensation to Würth Electronics and hereby waives any objection it may now or hereafter have that those sums would be otherwise than fair and reasonable compensation. 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. 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 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.

4.2 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.

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 have been clarified and any agreed down payment has been received by Würth Electronics. 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 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.

4.4 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.

4.5 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 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, risk shall pass 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 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 cheques and bills of exchange, as well as current account claims. 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 shall hold such goods as Würth Electronics fiduciary agent and bailee and shall keep such goods separate from those of the customer and any third parties and properly stored, protected and identified as the property of Würth Electronics. The customer shall 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.

6.2 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 account to Würth Electronics for the proceeds of sale or otherwise of such goods subject to retention of title and shall keep all such proceeds separate from any moneys or property of the customer or third parties. 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, but if the customer does so, all moneys owing by the customer to Würth Electronics shall (without prejudice to any of Würth Electronics' other right or remedy) forthwith become due and payable. In the event that such goods become the subject of any foreclosure 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 an encumbrance or encroachment and the recovery of the goods, if and to the extent that these costs cannot be obtained from the third party.

6.3 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 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, he cease any other business activity essential for the contractual performance or if he 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.

6.4 In the event of default of payment on the part of the customer, Würth Electronics shall be entitled to terminate or rescind the contract without prejudice to its other rights. The customer must immediately grant Würth Electronics, or any third party authorised 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.

6.5 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 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.

6.6 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 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.

6.7 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 6.6 above does not offer the same degree of protection as in Malaysia, 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.

#### **7. Warranties, remedies and liability**

7.1 Subject as expressly provided in these Conditions all other warranties conditions or terms, including those implied by statute or common law, are excluded to the fullest extent permitted by law.

7.2 Subject to this clause 7, Würth Electronics warrants that the delivered goods will correspond with their specification at the time of delivery, and agrees to remedy any non conformity therein for period of 12 (twelve) months commencing from the date on which the delivered goods are delivered or deemed to be delivered ("Warranty Period"). Where the customer is dealing as a consumer (within the meaning of the Consumer Protection Act 1999 (Act 599)), Würth Electronics further gives to the Customer such implied warranties as cannot be excluded by law.

7.2.1 Würth Electronics above warranty concerning the delivered goods is given subject to the following conditions:

(a) No condition is made or to be implied nor is any warranty given or to be implied as to the life or wear of the delivered goods supplied or that they will be suitable for any particular purpose or use under any specific conditions, notwithstanding that such purpose or conditions may be known or made known to Würth Electronics.

(b) Any description given of the delivered goods is given by way of identification only and the use of such description shall not constitute a sale by description.

(c) Notwithstanding that a sample of the delivered goods has been exhibited to and inspected by the customer, it is hereby declared that such sample was not so exhibited and inspected as to constitute a sale by sample under the contract.

(d) Würth Electronics binds itself only to deliver goods in accordance with the general description under which they were sold, whether or not any special or particular description shall have been given or shall be implied by law. Any such special or particular description shall be taken only as the expression of Würth Electronics' opinion in that behalf. Würth Electronics does not give any warranty as to the quality state condition or fitness of the goods.

(e) The above warranty does not extend to parts materials or equipment not manufactured by Würth Electronics, in respect of which the customer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to Würth Electronics.

(f) Würth Electronics 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.

(g) Würth Electronics shall be under no liability for actions taken by the customer or third parties and the consequences thereof included but not limited to improper remedy of defects, alteration of the goods without the prior written agreement of Würth Electronics, addition, modification and insertion of parts, in particular of spare parts which do not come from Würth Electronics.

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(h) The above warranty does not extend to used machines, devices or parts.

(i) Würth Electronics shall be under no liability in respect of any defect in the goods or any other claim arising from any drawing design or specification supplied by the Customer.

(j) Würth Electronics shall be under no liability in respect of any defect arising from unsuitable or improper use, defective installation or commissioning by the customer or third parties, fair wear and tear, wilful damage, negligence, abnormal working conditions, defective or negligent handling, improper maintenance, excessive load, unsuitable operating materials and replacement materials, poor work, unsuitable foundation, chemical, electro-technical/electronic or electric influences, failure to follow Würth Electronics' instructions (whether oral or in writing) misuse or alteration or repair of the goods without Würth Electronics' approval.

(k) Würth Electronics is not liable for any loss damage or liability of any kind suffered by any third party directly or indirectly caused by repairs or remedial work carried out without Würth Electronics' prior written approval and the customer shall indemnify Würth Electronics against each loss liability and cost arising out of such claims.

(l) Würth Electronics shall be under no liability under the above warranty (or any other warranty condition or guarantee) if the total price for the goods and/or services has not been paid in cleared funds by the due date for payment.

(m) Würth Electronics shall be under no liability whatsoever in respect of any defect in the goods arising after the expiry of the Warranty Period.

7.2.2 Any claim by the customer which is based on any defect in the quality or condition of the goods or their failure to correspond with specification shall be notified to Würth Electronics within seven days from the date of receipt of the goods or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure, at the latest within 7 days after discovery. The customer shall also examine the goods for defects before every commissioning, in particular regarding safety and suitability for use. During use, the goods shall be monitored constantly with regard to safety and defects. If there are even slight reservations concerning the suitability for use or the slightest reservations concerning safety, the goods must not be used or the operation must be shut down immediately. Würth Electronics shall be given written notification immediately, specifying the reservations or the defect. Unless otherwise agreed, the customer shall initially deliver the goods at its own expense to Würth Electronics so that the defects can be examined. The expenses that are required for the inspection and subsequent performance by Würth Electronics, in particular transportation, travel, labour and material costs shall 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. However in no event shall the customer be entitled to reject the goods on the basis of any defect or failure, except where the failure is such that the goods delivered are of a fundamentally different nature than those which Würth Electronics had contracted to deliver.

7.2.3 If the customer does not give due notification to Würth Electronics in accordance with clause 7.2.2, Würth Electronics

shall have no liability for any defect or failure or for any consequences resulting therefrom. Where any valid claim in respect of any of the goods which is based on any defect in the quality or condition of the goods or their failure to meet a specification is notified to Würth Electronics in accordance with clause 7.2.2, the non conforming goods (or part thereof) will be repaired or replaced free of charge as originally ordered. Where the goods have not been so repaired or replaced within a reasonable time, despite a written warning from the customer, the customer shall be entitled to a reduction of the price in proportion to the reduced value of the goods, provided that under no circumstance shall such reduction exceed 30% of the price of the affected goods. In lieu of repair or replacement, Würth Electronics may, at its sole discretion, grant such a reduction to the customer. Upon a repair, replacement or price reduction being made as aforesaid, the customer shall have no further claim against Würth Electronics.

7.2.4 When Würth Electronics has provided replacement goods or given the customer a refund, the non conforming goods or parts thereof shall become Würth Electronics' property.

7.3 Subject to this clause 7, Würth Electronics warrants that the services will be provided using reasonable care and skill. Any claim by the customer that services have not been undertaken or completed in accordance with the contract shall be notified to Würth Electronics within seven days after performance of the services was completed. If the customer does not give due notification to Würth Electronics as aforesaid, Würth Electronics shall have no further liability to the customer. Where any valid claim in respect of improperly performed services has been notified to Würth Electronics, Würth Electronics shall repeat, rectify or remedy the services at Würth Electronics' risk and expense within a reasonable time. Where the services have not been so re-performed within a reasonable time, despite a written warning from the customer, the customer shall be entitled to claim compensation for actual loss and expense sustained as a result of Würth Electronics' non-performance, which was foreseeable at the time of conclusion of the contract and resulting from the usual course of events, up to a maximum cumulative amount of 30% of the value of the unperformed services.

7.4 Würth Electronics shall accept liability to the customer for death or injury resulting from its own or that of its employees' negligence. Save as aforesaid, Würth Electronics' liability under or in connection with the contract shall be subject to the limitations set out in this clause 7.

7.5 Würth Electronics shall be under no liability whatsoever where this arises from a reason beyond its reasonable control as provided in clause 10 or from an act or default of the customer.

7.6 In no event shall Würth Electronics be liable for loss of profit or savings or goodwill, loss of production or revenue or any type of special indirect or incidental, consequential, exemplary punitive or special loss and/or damages whatsoever (including loss or damage suffered by the customer as a result of an action brought by a third party) even if such loss were reasonably foreseeable or Würth Electronics had been advised of the possibility of the customer incurring the same.

7.7 Where time of performance has been agreed by Würth

Electronics to be of the essence of the contract, and Würth Electronics fails to comply with its obligations in due time, so that the customer becomes entitled to compensation, Würth Electronics' liability shall be limited to an amount of 0,5% for each full week of delay, in total to a maximum cumulative amount of 5%, of the value of the delayed goods or services.

7.8 If the customer becomes entitled to compensation arising out of Würth Electronics' non delivery of goods or non-performance of services, Würth Electronics' liability shall be limited in total to a maximum cumulative amount of 30%, of the value of the undelivered goods or unperformed services.

7.9 The remedies set out in this clause 7 are the customer's sole and exclusive remedies for non-conformity of or defects in the goods or services and Würth Electronics' liability for the same shall be limited in the manner specified in this clause 7.

7.10 Without prejudice to the sub-limits of liability applicable under this clause 7 or elsewhere in these Conditions, Würth Electronics' maximum and cumulative total liability (including any liability for acts and omissions of its employees agents and sub-contractors) in respect of any and all claims for defective performance, breach of contract, compensation, indemnity, tort, misrepresentation, negligence at law or equity and any other damages or losses which may arise in connection with its performance or non-performance under the contract, shall not exceed 50% of the total contract price.

7.11 If a number of events give rise substantially to the same loss they shall be regarded as giving rise to only one claim under these Conditions.

7.12 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.

## **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 its licensors. 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 Electronics shall only use such software for the contractually agreed 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 source codes 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 or in text form. The notification shall also include information as to whether the customer has changed the software or the product or combined such with other software and whether this, from the customer's perspective, could justify the third party's 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 be entitled with regard to title defects relating to software to attempt subsequent performance, if Würth Electronics so chooses.

## **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 indemnify and hold Würth Electronics harmless



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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, to the extent 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 being an event which cannot be foreseen, avoided or overcome (including but not limited to unforeseeable natural disaster; fire; flood; strike; lockout; government action or any other event that impairs, delays or stops the production and carriage of products or makes the production and carriage of products unreasonable) from performing its contractual obligations, in particular from delivering 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, official acts, energy shortages, delivery problems on the part of suppliers, or major disruptions of operations.

10.2 Würth Electronics shall have the right to terminate or rescind the contract if such an impediment continues for more than three months. 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 terminate or 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 agrees that personal data (if any) recorded during the course of entering into the contract may be collected, processed and used by Würth Electronics in accordance with the provisions of the Personal Data Protection Act 2010 ("PDPA") for the purpose of fulfilling its obligations under the contracts entered into with the customer. The customer further agrees that such data may also be transmitted to affiliated companies of Würth Electronics or vicarious agents for the purposes of fulfilling the contract and for credit investigations.

11.2 With respect to personal data of the customer's employees, officers, servants, agents, advisors and representatives, which the customer provides to Würth Electronics, the customer confirms that processing of such data in accordance with this Conditions will not cause Würth Electronics to breach the PDPA and any applicable data protection legislation.

11.3 In the event that Würth Electronics provides the customer with the personal data of Würth Electronics' employees, officers, servants, agents, advisors and representatives, the customer agrees to keep it confidential and in accordance with the PDPA and any applicable data protection legislation.

11.4 The customer agrees that Würth Electronics may store and process personal data of the customer's employees, officers, servants, agents, advisors and representatives to affiliates of the Würth Electronics (who may be located in other territories) for the purposes of: (a) the Conditions, (b) maintaining the Würth Electronics' operations or administration or management systems, (c) quality and risk management reviews, or (d) provision of information about Würth Electronics and Würth Electronics' range of services.

11.5 The customer agrees to indemnify and keep indemnified and defend at its own expense Würth Electronics against all costs, claims, damages or expenses incurred by Würth Electronics or for which Würth Electronics may become liable due to any failure by the customer or its employees, agents or subcontractors to comply with any of its obligations herein provided.

11.6 The customer shall be obliged for an unlimited period of time to maintain the confidentiality of any and all information received from or 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.

### 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 Electronics.

12.2 The legal relations between the customer and Würth Electronics shall be governed by the laws of Malaysia, without regard to the United Nations Convention on Contracts for the International Sale of Goods (CISG).

12.3 The customer and Würth Electronics agrees to submit to the non-exclusive jurisdiction of the courts of Malaysia.

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

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**WÜRTH  
ELEKTRONIK**  
MORE THAN  
YOU EXPECT

the contracting parties had considered the matter from the outset.

### **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.