

WURTH ELECTRONICS MIDCOM INC**STANDARD TERMS AND CONDITIONS OF SALE****1. ACCEPTANCE**

These terms and conditions of sale (the "Terms") together with all Seller-issued instruments relating to the purchase of goods by any buyer ("Buyer") from Wurth Electronics Midcom Inc. ("Seller") constitute a contract for the purchase and sale of such goods and any related services (the "Agreement"). Seller's performance of this Agreement is expressly conditioned upon Buyer's acceptance of these terms and conditions of sale as may be modified from time to time. Buyer accepts these Terms by purchasing goods from Seller, irrespective of any different terms and conditions that may appear on the face of any Buyer purchase order or other form. Seller expressly objects to and rejects the terms and conditions in any of Buyer's forms which in any way alter, add to, vary from, or conflict with the Terms. These Terms shall govern the purchase of goods by Buyer and the sale of goods by Seller, regardless of whether Buyer's forms precede or succeed this document and regardless of whether Buyer's forms indicate that their conditions are controlling and cannot be varied.

2. PRICES

Prices will be those established in Seller's price quotation or pricing policies in effect at the time of order placement and are in U.S. dollars, unless Seller states a different currency on the Seller's quotation. Prices do not include taxes, duties, tariffs, transportation costs, insurance, special packaging or marking, unless Seller's quotation states otherwise. Buyer is responsible for the payment of all government, federal, state and local sales, and use taxes and all other taxes, fees, duties, and charges assessed in connection with this Agreement. Any increase in freight and related costs, any material increase in the cost of producing the goods or any materials used therein, any new or increase in any duties, tariffs, taxes and/or any other governmental charge that increases the cost to Seller may, at Seller's option, be added at any time.

3. PAYMENT

Payment shall be made in U.S. dollars unless agreed otherwise in writing by Seller. Payment terms are net 30 days from date of invoice, subject to approval by Seller of amount and terms of credit. Seller reserves the right to require payment in advance or at any other time selected by Seller. Seller reserves the right to modify credit terms either before or after shipment of the goods, if, for any reason, Buyer's credit is or becomes objectionable to Seller. Invoices not paid when due will have a 1.5% per month late payment charge assessed against any unpaid balance from the due date of the invoice until the date of payment in full, or such lower rate as may be the maximum allowable by law, together with Seller's costs of collection, including attorneys' fees.

4. DELIVERY AND SHIPMENT

All delivery dates are approximate. No orders bind Seller unless confirmed in writing by Seller or performed by Seller, subject at all times to this Agreement. Seller will use commercially reasonable efforts to fill orders according to Buyer's requested delivery dates which shall not be less than Seller's published or quoted delivery lead times. Delivery greater than 24 months from the date of the order is not permitted. Buyer must schedule the shipment of goods at time of order placement. However, if Buyer requests multiple deliveries for a particular order, only the first shipment of goods must be scheduled at the time of the order placement. Subsequent shipments may be allowed on an as-requested basis; provided, the final delivery must be made within 24 months of the date of the first order.

[A] Shipment terms are Ex Works Seller's Warehouse or FCA Seller's Warehouse and, as applicable for the sale of the goods, may be any of Ex Works/FCA Hong Kong, Hong Kong (BEL Warehouse), Ex Works/ FCA Waldenburg, Germany, Ex Works/ FCA Jonage, France FCA Watertown, SD, FCA Taipei, Taiwan, as specified by Seller. Transfer of title and risk of loss shall pass to Buyer upon the Seller making the goods available to the Buyer's carrier. Without limiting Buyer's responsibilities under the agreed Incoterms, Buyer shall be responsible for all shipping, handling and insurance costs.

[B] Penalties will incur after five (5) business days of a delay by the Buyer or Buyer's carrier to pick up Buyer's ordered goods of twenty-five (25.00) USD per day or more for goods consuming excessive warehouse space. Seller may from time to time provide certain services related to a purchase of goods or the transport of the same to Buyer at Buyer's request and direction. Any and all such services are provided AS-IS, WHERE-IS AND WITHOUT WARRANTY, EXPRESS OR IMPLIED, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED. Buyer hereby indemnifies and holds Seller harmless, and shall defend Seller at its sole expense, from and against any and all liabilities, including, without limitation, amounts claimed by third parties such as international logistics providers arising out of or related to such services.

5. SELLER'S LIMITED WARRANTY

Seller warrants solely to Buyer that the goods will be free from defects in material and workmanship under normal use and service for a period of one (1) year from date of shipment, in new condition, to Buyer. This warranty is void if the goods are subject to modification, alteration, accident, misuse, neglect, improper handling or storage, improper installation, or improper repair. The sole and exclusive obligation of Seller under this warranty is the replacement of defective components thereof with new or refurbished parts. If Seller does not replace or repair such parts, Buyer's sole remedy against Seller shall be to obtain a refund of the price charged by Seller for such goods as are proven to be defective. To obtain service under this warranty, Buyer must bring the malfunction to the attention of Seller, make goods available for inspection to Seller, and return goods to Seller within the one (1) year period and no later than thirty (30) days after the occurrence of such malfunction, whichever occurs first. Any repair or replacement shall not extend the warranty period. No goods will be accepted for return or replacement without the written authorization of Seller.

THERE ARE NO OTHER WARRANTIES THAT EXTEND BEYOND THE FACE OF THIS WARRANTY. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, ARE HEREBY EXCLUDED. No person other than a duly authorized officer of Seller may extend or modify this warranty. No such modification or extension is effective unless it is in writing.

6. CHANGES

Seller reserves the right to make changes to goods ordered by Buyer, provided that when such changes affect form, fit or function, Seller shall provide prior notice of such change.

7. EXCUSABLE DELAYS

Seller shall not be liable for delay, non-delivery or failure to perform any of its obligations herein arising from any event beyond Seller's control, including, without limitation, acts of God, pandemics, delays of suppliers, labor disturbances or strikes, war, fire, accidents, adverse weather, inability to secure transportation, governmental act or regulation, inability of Seller to obtain materials, shortages of materials, commercial impracticability, and any other causes or events beyond Seller's control. Seller's obligation to perform hereunder shall be suspended until the event causing the delay and any resulting shortages has been resolved.

8. CANCELLATIONS, RETURNS AND RESCHEDULES

[A] Custom Goods. If all or any portion of the goods under this Agreement are either specially designed or specially manufactured for Buyer or are not normally inventoried by Seller, such goods are non-cancelable and non-returnable ["Custom Goods"]. Accordingly, Buyer may not cancel an order for Custom Goods without the prior written consent of Seller. Notwithstanding anything to the contrary herein, Buyer shall remain liable for payment for all Custom Goods on hand, on order, or in process.

[B] Standard Goods. Any request by Buyer to cancel Standard Goods must be made in writing to Seller and if approved by Seller, Buyer may cancel an order for standard goods provided Buyer: [i] gives Seller at least Thirty [30] days' written notice in advance of the Seller's scheduled delivery of such goods, [ii] pays for all goods previously shipped and to be shipped within the thirty [30] day notice period, and [iii] agrees in writing to a price increase commensurate with the reduced quantity of goods purchased by Buyer. Buyer may be

liable for a cancellation fee at Seller's discretion not to exceed twenty percent [20%] of Seller's then current prices.

[C] Non-Standard Goods. If the Buyer consumes the majority, fifty percent [50%], of a Standard Good, then that good is classified as Non-Standard Goods or if communicated as such by the Seller and the Goods are non-cancelable and non-returnable. Accordingly, Buyer may not cancel an order for Non-Standard Goods without the prior written consent of Seller. Notwithstanding anything to the contrary herein, Buyer shall remain liable for payment for all Non-Standard Goods on hand, on order, or in process.

[D] Returns. Any request by Buyer for return of standard goods must be made in writing to Seller, and if approved by Seller, shall be subject to a twenty percent [20%] restocking fee based on the invoiced price. Seller's approval is conditioned upon the return of such goods in "as shipped", marketable condition, original, unbroken packaging and which conform to Seller's then current published specifications. All risk of loss and shipping charges associated with the return of goods to the destination specified by Seller shall be Buyer's responsibility.

[E] Reschedules. Any request by Buyer to extend their ship date for existing purchase orders must be made in writing to the Seller and if approved by Seller, the Buyer agrees to take all product that is produced with date codes acceptable to Seller. Rescheduling requests will not be considered if they are made less than 30 days prior to the scheduled ship date or if the requested ship date is more than 120 days later than the initial scheduled ship date.

9. EXPORT

[A] Any technical data, information, or Goods shared between Buyer and Seller may be subject to export control laws, including the U.S. Export Administration Regulations (EAR) and/or the International Traffic in Arms Regulations (ITAR). It is the responsibility of the party disclosing such technical data, information, or Goods to ensure that proper controls or licenses are in place prior to sharing with the other party, including, without limitation, through email, discussions, or collaboration.

[B] The parties shall comply with all relevant export control and sanctions regulations. Buyer shall not export any technical data, information, or Goods to any country, if in any of these cases, if applicable, the law of the US or European Union, would be violated. Buyer shall not resell any goods or services to any third parties without Seller's prior written consent, and in any event never where such resale would violate local applicable law, European Union, or US law. Buyer represents and warrants during the term of this Agreement that it is not owned or controlled (directly or indirectly) by a natural person or legal entity that is subject to applicable sanctions.

[C] Buyer shall not sell, export or re-export delivered goods, technical data, or information, 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. Buyer shall not sell, export or re-export delivered technical data, information, or 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, Buyer shall not 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-licenses of such intellectual property rights or trade secrets from doing the same.

[D] Buyer shall use its best efforts to ensure that these provisions are upheld by parties within the supply chain, in particular resellers and contract manufacturers. Buyer shall set up and maintain an adequate monitoring mechanism to prevent circumvention.

[E] Any violation of export regulations shall constitute a material breach of contract and entitles Seller to terminate the supply relationship with immediate effect and to cancel orders already confirmed without delay. In addition, Buyer shall indemnify Seller against all costs, third-party claims, and other disadvantages (e.g., fines) resulting from the breach of an export obligation. Furthermore, Seller 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. Buyer shall notify Seller of all export violations.

[F] Upon request, the Buyer shall provide Seller with all information concerning compliance with the export regulations. When legally required, Seller shall notify the competent authority of all violations of the provisions.

10. DATA PRIVACY AND INFORMATION SECURITY

Buyer (or where applicable its agents, employees or sub-contractors) will: (a) inform Seller in a timely manner regarding any breaches that may impact Seller or the integrity of Seller's data; (b) notify Seller of any access it will have to personal data; (c) cooperate with Seller in relation to any additional information, agreements or security measures requested by Seller as they relate to complying with applicable privacy law and best practices. The terms and conditions of the Applicable Privacy Policy will apply to Seller's collection, use and processing of personal data and any personal data processed by Seller on behalf of Buyer in connection with the services. "Applicable Privacy Policy" is defined as: Seller's applicable Privacy Policy, currently available at [Data Privacy at Würth Elektronik](#).

11. INTELLECTUAL PROPERTY

Any proprietary knowledge, design, additions or improvements to existing design, specialized machinery, automation, manufacturing techniques, or other "know how" used in the design, manufacturing or business operations specific to the goods shall remain the sole property of Seller unless agreed in writing in a separate agreement.

12. LIMITATIONS ON SELLER'S LIABILITY

IN NO EVENT SHALL SELLER BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT, LOSS OF USE, PROMOTIONAL OR MANUFACTURING EXPENSES, OVERHEAD, INJURY TO REPUTATION OR LOSS OF CUSTOMERS. SELLER'S MAXIMUM LIABILITY SHALL BE LIMITED TO THE PURCHASE PRICE OF THE GOODS WHICH GAVE RISE TO THE CLAIM.

13. GOVERNING LAW, VENUE AND JURISDICTION

This Agreement and any dispute of whatever nature between the parties relating to the subject matter of this Agreement shall be governed by the laws of the State of South Dakota, excluding its conflict of law rules. The sole and exclusive venue for any dispute relating to the subject matter of this Agreement shall be in the state or federal courts of the State of South Dakota, without regard to any otherwise applicable venue rules or principles of forum non convenience. Buyer hereby consents to jurisdiction in said courts and waives any objection to the venue. At its option, Seller may waive this provision, in whole or in part, when, in Seller's sole discretion, the same is necessary to protect and enforce its rights in a jurisdiction other than the State of South Dakota. While the parties have a right to a trial by jury, the parties hereby knowingly waive any right for a trial by jury in any action related to this Agreement.

14. SUBSEQUENT ORDERS

If Buyer submits additional orders to Seller, such additional orders shall be subject to these Terms unless these Terms are otherwise modified by Seller in the interim, in which case the most recent revision of these Terms, which may be posted on the Seller's website, shall apply.

15. TERMINATION

Seller may immediately terminate this Agreement without any liability to Buyer, in the event of the happening of any of the following or any other comparable event: (i) the insolvency of Buyer; (ii) the filing of a voluntary petition in bankruptcy by Buyer; (iii) the filing of an involuntary petition in bankruptcy against Buyer; (iv) the appointment of a receiver or trustee for Buyer; (v) the execution of an assignment for the benefit of creditors

of Buyer; or if Buyer (vi) repudiates, breaches, or threatens to breach any of the terms of this Agreement; (vii) fails to make payment within five (5) days of the due date.

16. GENERAL

[A] Buyer shall, for an unlimited period, maintain the confidentiality of any and all information received through or on behalf of Seller that is marked to be confidential or which is of a nature that should be reasonably understood to be confidential; the Buyer may neither record nor disclose nor use any such information other than for the purpose of performing the Agreement.

[B] This Agreement contains the entire agreement between the parties and supersedes any prior or contemporaneous oral or written agreements, proposals, representations and quotations relating to the subject matter. Buyer is not relying on any representations or communications, whether oral or written, in connection with its decision to Agreement with Seller.

[C] Neither party may assign this Agreement without the prior written consent of the other, except that Seller may assign its rights and/or obligations under this Agreement to an affiliate.

[D] Any delay or failure by Seller to exercise any right or remedy upon Buyer's breach of any of the Terms shall not impair any such right or remedy nor shall it be construed as a waiver of any such breach or any other breach occurring then or thereafter. All waivers must be in writing.

[E] No amendments to or modifications of this Agreement will be valid and binding upon either party unless it is in writing and signed by an authorized representative of both parties.

[F] There are no third party beneficiaries to this Agreement unless otherwise mutually agreed in an express writing.

[G] Buyer agrees at its sole expense to indemnify, defend, and hold harmless Seller, its parent, affiliates, assigns, members, managers, officers, directors, employees, and agents for any claims, actions, suits, proceedings, losses, liabilities, damages, and expenses, including costs and attorneys' fees, against Seller that arise out of or relate to any conduct attributable to Buyer or the design or use of the products provided hereunder.

[H] In the event any goods sold hereunder are manufactured based upon Buyer's design specifications, Seller will not have any warranty, indemnification, or other obligations for any actual or alleged defects, quality issues, intellectual property infringement, or other nonconformities related to or arising out of the design and/or specifications for such goods.

[I] The rights and remedies of Seller hereunder are cumulative with an addition to any further remedies available at law or equity.

[J] If any term, covenant, or condition of this Agreement shall be found to be invalid or unenforceable, the remainder for the Agreement shall remain in full force and effect. Any and all of Seller's remedies expressed herein shall be cumulative and not exclusive, and any amounts in respect of such remedies are liquidated damages that Buyer acknowledges are reasonable under the circumstances and not a penalty.

Additional Terms and Conditions which are valid for all sales within Europe:

1. RETURN OF PACKAGING

[A] Pursuant to Section 15 (1) of the German Packaging Act (VerpackG), the Buyer shall be entitled to return transport the outer packaging to Seller. The returned packaging shall be recycled by Seller. The packaging shall be returned to Seller's place of business in Waldenburg, Germany during business hours and at the Buyer's expense.

[B] The parties shall agree on the return in advance. In this context, the Buyer shall inform Seller of the type of packaging, the types of material as well as the scope, stating the quantity and volume in the units kilograms and liters.

[C] The Buyer 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, Seller 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 Buyer is incorrect.

[D] If the Buyer disposes of packaging material itself, this must be done professionally.

2. ENVIRONMENTAL DECLARATION

Seller is committed to people and the environment. Therefore, we undertake to manufacture our products in a manner that conserves resources and to systematically realize 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.

3. EXPORT

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.