



December 2024

**ARTICLE 1: ENFORCEABILITY OF THE GENERAL TERMS AND CONDITIONS OF SALE AND SCOPE OF APPLICATION**

Würth Elektronik France SAS (hereinafter referred to as "Würth Elektronik") makes all deliveries of goods and services to **professional customers** (hereinafter referred to as "Customer") solely in accordance with these General Terms and Conditions of Sale (hereinafter referred to as "General Terms and Conditions"). Any submission or confirmation of an order implies unreserved acceptance of these General Terms and Conditions, which shall in any event prevail over any contrary stipulation by the Customer. Any non-compatible stipulation contained in the Customer's document shall be deemed revoked by these General Terms and Conditions, unless expressly accepted in writing by Würth Elektronik.

Würth Elektronik manufactures and sells its products for professional use only.

Online orders are subject to the special terms and conditions available on the Würth Elektronik website.

**ARTICLE 2: COMMERCIAL OFFERS AND ORDERS**

Customer orders are binding. Unless otherwise agreed, an order shall be binding on Würth Elektronik as soon as it has been confirmed in writing by Würth Elektronik. Execution of orders in accordance with documents submitted or to be submitted by the Customer is subject to prior approval by Würth Elektronik. In the absence of written confirmation of the order by Würth Elektronik, the order shall be deemed accepted by the Customer upon acceptance of the delivery or provision of the services.

Photographs, drawings, weight, measurement, power and consumption data and other product descriptions in the offer documents (excluding datasheets) are for information purposes only, unless expressly stated to be legally binding. They constitute neither an agreement nor a guarantee of the corresponding product quality.

In the event of contradictory information provided by the Customer, the information contained in the order takes precedence over all other information.

**ARTICLE 3: PRICES**

Prices quoted on orders are for guidance only. The applicable price is the one mentioned in the order confirmation.

Unless otherwise expressly agreed, prices do not include ancillary and exceptional costs, such as, without limitation, packaging, transport and/or insurance costs, which are to be borne by the Customer and invoiced separately (they may be subject to a flat-rate charge). VAT must be mentioned separately on the invoice, at the legal rate applicable on the day the invoice is drawn up. The Customer may not claim reimbursement of transport costs in the event of product return.

**ARTICLE 4: DELIVERY TERMS**

Delivery dates are only binding for Würth Elektronik if they have been expressly confirmed on the order confirmation. In all other cases, they are given as a guide only and are maintained as far as possible.

Deliveries are made to the address designated by the Customer

for shipments to Metropolitan France and the European Economic Area. On receipt of the products, the recipient signs a delivery note with the delivery carrier. This will constitute acceptance of the order.

Deliveries to other countries are made FCA in accordance with Incoterms® 2020. Agreed delivery dates are deemed to have been met if the product has been handed over to the person in charge of transport at Würth Elektronik's head office or at one of Würth Elektronik's warehouses before the expiry of this date, or if Würth Elektronik has notified that it is ready for dispatch but has not left the head office or warehouse because the Customer has declared that he will not accept the product.

On delivery, in the event of missing or damaged parcels, the Customer must make precise reservations on the carrier's delivery receipt and confirm them by registered letter with acknowledgement of receipt within three (3) working days to the delivering carrier.

Würth Elektronik is entitled to make partial deliveries or provide partial services to a reasonable extent. Unless otherwise expressly agreed, advance deliveries and services are permissible. If delivery is prevented by the Customer, Würth Elektronik reserves the right to require the Customer to bear additional expenses, transport and storage costs. Würth Elektronik shall be entitled, after setting a reasonable subsequent period, to dispose of the product otherwise and to supply the Customer with a new product within a reasonable extended period.

The Customer undertakes to inform Würth Elektronik immediately and without being asked if a product ordered by the Customer might be subject to export control declaration requirements. The Customer shall bear all costs and damages incurred by Würth Elektronik as a result of the breach of this obligation, insofar as the Customer is responsible for such breach. Delivery to the Customer is subject to any mandatory approvals by the authorities (e.g. German Federal Office of Economics and Export Control - BAFA).

**ARTICLE 5: TERMS OF PAYMENT AND METHODS OF PAYMENT**

**5.1. Terms of payment**

Unless expressly agreed otherwise between the parties, payments must be made within thirty (30) days net from the invoice date. Other payment terms may be granted to the Customer by Würth Elektronik on the basis of the provisions of the LME law (LOI n° 2008-776 du 4 août 2008 de modernisation de l'économie) and taking into account the study of the Customer's solvency. Invoices must be paid in full, which excludes any set-off against other claims.

Würth Elektronik reserves the right to provide pending deliveries and services against advance payment or security deposit (i) in the case of a new business relationship, (ii) where the Customer has a business address abroad or (iii) in the case of reasonable doubt as to whether the Customer will fulfil his obligation to pay the invoice after delivery of the products.

Payment shall only be deemed to have been made when Würth Elektronik effectively has the amount at its disposal. In the case of a cheque, payment is only deemed to have been made when the cheque has been honoured without reservation and without



charge.

### 5.2. Payment methods

Unless otherwise agreed, invoices will be paid by bank transfer. Even if the Customer's terms and conditions provide for a different method, Würth Elektronik is entitled to settle payments first against its previous debts. If costs or interest have been incurred, Würth Elektronik is entitled to settle payments first against the costs, then against the interest, and finally against the main service.

### 5.3. Default of payment

By express agreement and unless Würth Elektronik grants a rescheduling requested in good time by the Customer, failure to pay for products by the due date will result in the following:

1. immediate payment of all outstanding sums, whatever the method of payment and the time of delivery of the products (all orders are concerned);
2. any sum not paid by the due date shown on the invoice will give rise to the application of penalties equal to three (3) times the legal interest rate;
3. any invoice recovered by the legal department will be subject to a non-reducible penalty equal to 15% of the sums due, in addition to legal interest and any legal costs;
4. a forfeit indemnity for collection costs of forty euros (€40) will be applicable (in application of decree n° 2012-1115) in addition to the surcharge provided for in point 3.

Würth Elektronik reserves the right to demand appropriate advance payments or securities and to suspend current deliveries, or to refuse further performance of any existing contract between the same parties, in which case the Customer will be informed by written notice.

The Customer undertakes to notify Würth Elektronik immediately of any difficulties concerning his ability to meet his payment obligation or of any seizure of the products by third parties. This clause shall remain fully applicable in the event of receivership or liquidation.

## ARTICLE 6: TRANSFER OF RISK & RETENTION OF TITLE

### 6.1. Transfer of risk

For shipments to Metropolitan France and countries of the European Economic Area, the transfer of risks will take place upon delivery, as soon as the delivery note is signed at the destination agreed between the parties. Consequently, it is the Customer's responsibility to ensure that the products are properly stored and to take out the necessary insurance to cover the risks of loss, damage or theft. If delivery or shipment is delayed for reasons attributable to the Customer, the risk shall pass to the Customer on the day the product is ready for shipment and Würth Elektronik shall inform the Customer accordingly.

### 6.2. Reservation of title

Würth Elektronik reserves ownership of all products covered by these General Terms and Conditions until full payment has been received from the Customer, regardless of the date of delivery of said products. In the event of incomplete payment, the Customer shall not dispose of the products for resale, transfer, rental or processing.

## ARTICLE 7 : CLAIMS FOR NON-CONFORMITY

Würth Elektronik manufactures its products according to the state of the art at the time the order is placed, and are designed for use in general electronic equipment in accordance with the product data sheet and/or other accompanying technical documents (hereinafter "Datasheet"). Any intended use beyond the usual use of the products or requiring a predefined quality or application of a specific standard (in particular any safety-related use, e.g. in aeronautics, the military, or the automotive industry) requires prior written agreement from Würth Elektronik, as specified in the product specifications. Unless expressly agreed otherwise, the Datasheet is the only document applicable between the parties concerning the product specifications. Würth Elektronik shall not be liable for any use of the product other than in accordance with the Datasheet and for any risks not foreseen in the Datasheet.

Complaints will only be accepted within eight (8) days of delivery of the products. No returns will be accepted one (1) month after shipment of the products. When notifying Würth Elektronik of defects, the customer must provide a detailed written description of the defect.

Any overdelivery, as well as any non-conforming or defective material will be returned, at Würth Elektronik's expense, subject to the supplier's prior agreement specified by a Return Material Authorization (RMA) number.

Würth Elektronik's warranty of twelve (12) months from the date of delivery is strictly limited to the replacement within a reasonable period of time or the reimbursement, at Würth Elektronik's option, of products found to be defective or non-conforming, at Würth Elektronik's discretion and after examination by Würth Elektronik. Any replacement shall in no way justify a delay or refusal to pay invoices. There is no warranty entitlement for defects which are due to normal wear and tear, improper handling by the Customer or a third party, or modifications or repairs to the product which have been carried out by the Customer or a third party improperly and without the prior consent of Würth Elektronik. The same applies to defects which can be attributed to the Customer or which result from technical reasons other than the initial defect. In particular, the Customer must comply with Würth Elektronik's recommendations for use, storage and/or maintenance. Würth Elektronik assumes no liability for damages that are caused by or can be attributed to a breach of the above obligations by the Customer.

It is further specified that the legal warranty for latent defects is expressly limited to a maximum period of one (1) year from the discovery of the defect.

The Customer shall not modify the products without the prior consent of Würth Elektronik and, in particular, shall not modify or remove existing warnings concerning the risks associated with improper use of the products. In the event of a breach of this obligation, the Customer shall indemnify and hold Würth Elektronik harmless from any third-party product liability claims, to the extent that the Customer is responsible for the defect giving rise to the liability.

If Würth Elektronik has to issue a product recall or warning due to a product defect, the Customer shall assist Würth Elektronik and



take all measures ordered by Würth Elektronik, insofar as these do not represent an unreasonable burden for the Customer.

**ARTICLE 8: LIABILITY AND INSURANCE**

Würth Elektronik, in its capacity as supplier of the products, shall be liable for any hidden defects or faults that may affect the products delivered, as well as for any infringements that may be identified by any professional and approved inspection body. Würth Elektronik shall only be liable for direct, material and immaterial damages that are proven to have been caused by defects, shortcomings and non-conformities. The maximum liability of Würth Elektronik for all direct material and immaterial damages is limited to the amount of Würth Elektronik's insurance policy.

**ARTICLE 9: INTELLECTUAL PROPERTY AND USAGE RIGHTS RELATING TO SOFTWARE AND OTHER PROTECTED PRODUCTS, INFORMATION AND CO-OPERATION DUTIES**

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

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

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

**ARTICLE 10: FORCE MAJEURE**

In the event of a force majeure event, as defined in article 1218 of the French Civil Code, making it impossible for either party to perform its obligations, the effects of the order will be suspended, without any compensation of any kind being due to the other party. In the event that the force majeure event lasts for more than two (2) months, either Party shall have the right to terminate the order in its entirety, subject to notice to the other Party and without any compensation of any kind being due to the other Party.

**ARTICLE 11: CONFIDENTIALITY**

All information relating directly or indirectly to orders, concerning the parties, in particular their activities, prices and finances, is of a confidential nature. As such, the parties are bound to respect the confidentiality of all received information disclosed between them. The receiving party is not authorized to record, disclose, copy or use such information without the prior express consent of the disclosing party. The parties must ensure, by means of appropriate contractual agreements with their employees and agents working on their behalf, that these persons also refrain from using, disclosing, copying and recording without authorization such trade secrets for their own purposes. The confidentiality undertaking is valid for the duration of the order, and continues for five (5) years from the expiry of the order.

**ARTICLE 12: EXPORT CONTROL**

12.1 The parties undertake to comply with all applicable export control regulations and sanctions. The Customer undertakes not to export goods to a country if, in such a case, the applicable law, in particular European Union law, is violated. The Customer also undertakes not to resell to third parties in violation of European Union law. The Customer confirms that he/she is not owned or controlled (directly or indirectly) by a natural or legal person subject to applicable sanctions.

12.2 The Customer assures not to sell, export or re-export the delivered products, insofar as they are subject to the provisions of Article 12g Regulation (EU) 833/2014, either directly or indirectly, to the Russian Federation or for use in the Russian Federation. The Customer also assures not to sell, export or re-export the products delivered, insofar as they are subject to the provisions of Article 8g Regulation (EU) 765/2006, either directly or indirectly, to Belarus or for use in Belarus. Furthermore, the Customer undertakes not to use any intellectual property rights, trade secrets or other information in material or information sold, licensed or otherwise transferred to it in connection with the unauthorized sales, exports or re-exports mentioned in this clause and to prohibit any potential sub-licensees of such intellectual property rights or trade secrets from doing the same.

12.3 The Customer shall use its best efforts to ensure that provision 12.2. is not frustrated by third parties in the further commercial chain, in particular not by potential resellers.

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

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



12.6 The Customer shall be obliged to notify Würth Elektronik of all violations of the provisions of clauses 12.1 through 12.4 including any relevant activities by third parties that could frustrate the purpose of clause 12.2. Upon request, the Customer shall provide Würth Elektronik with all information concerning compliance with the obligations under clauses 12.2, 12.3 and 12.4 within two (2) weeks of the simple request of such information. Würth Elektronik shall notify the competent authority of all violations of the provisions of the above clauses 12.2, 12.3 and 12.4.

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

**ARTICLE 13: PROTECTION OF PERSONAL DATA**

Each of the parties undertakes, reciprocally, to present sufficient guarantees with regard to technical and organizational measures relating to the protection of personal data. The parties undertake to comply with the provisions of the French Data Protection Act no. 78-17 of January 6, 1978, as amended, and the General Data Protection Regulation (EU) 2016/679.

**ARTICLE 14: MISCELLANEOUS PROVISIONS**

The Customer's rights and obligations may only be assigned or transferred to a third party with the express prior written consent of Würth Elektronik.

Würth Elektronik's failure to enforce any of these General Terms and Conditions at any time shall not be construed as a waiver of its right to enforce any of these General Terms and Conditions at a later time.

These General Terms and Conditions are governed solely by French law, excluding the provisions of the Vienna Convention on Contracts for the International Sale of Goods (CISG). Notwithstanding any provision to the contrary, in the event of a dispute, the LYON COMMERCIAL COURT shall have exclusive jurisdiction, to the exclusion of all others, even in the event of a warranty claim or multiple defendants.

*ENVIRONMENTAL DECLARATION*

*People and the environment are at the heart of our activities at Würth Elektronik France. We are committed to using resources sparingly in our production activities, and we systematically record energy-saving potential in our production processes and transport infrastructure. We strive to identify environmentally-friendly alternatives in our choice of energy sources and raw materials, and follow a consistent approach to waste prevention and product recycling.*

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