



As of: December 2024

The General Terms and Conditions of Würth Electronics Midcom Inc. shall continue to apply and this appendix sets out regulations that additionally apply to Würth Electronics Midcom Inc., German Branch.

1. EXPORT CONTROL

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

1.2 The Buyer assures not to sell, export or re-export delivered goods, insofar as they are subject to the provisions of Article 12g Regulation (EU) 833/2014, either directly or indirectly, to the Russian Federation or for use in the Russian Federation. The customer also assures not to sell, export or re-export delivered goods, insofar as they are subject to the provisions of Article 8g Regulation (EU) 765/2006, either directly or indirectly, to Belarus or for use in Belarus. Furthermore, the Customer undertakes not to use any intellectual property rights, trade secrets or other information in material or information sold, licensed or otherwise transferred to it in connection with the unauthorised 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.

1.3 The Buyer shall use its best efforts to ensure that the provision in clause 1.2 is not frustrated by third parties in the further commercial chain, in particular not by possible resellers.

1.4 The Buyer shall set up and maintain an adequate monitoring mechanism to prevent circumvention of the provision in clause 1.2 by third parties in the further commercial chain or by potential resellers.

1.5 Any violation of the above clauses 1.1 through 1.4 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, the Buyer shall indemnify Seller against all costs, third-party claims, and other disadvantages (e.g., fines) resulting from the breach of an obligation under the above clauses 1.1 through 1.4. This shall not apply if the Buyer is not responsible for this breach of duty. 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.

1.6 The Buyer shall be obliged to notify Seller of all violations of the provisions of clauses 1.1 through 1.4 including any relevant activities by third parties that could frustrate the purpose of clause 1.2. Upon request, the Buyer shall provide Seller with all information concerning compliance with the obligations under clauses 1.2, 1.3 and 1.4 within two weeks of the simple request of such information. Seller shall notify the competent authority of all violations of the provisions of the above clauses 1.2, 1.3 and 1.4.

2. CONFIDENTIALITY AND DATA PROTECTION

2.1 The Buyer shall be obliged for an unlimited period of time to maintain the confidentiality of any and all information received through Seller that is considered to be confidential or which due to other circumstances can be identified as a trade or business secret; the Buyer may neither record nor disclose or use any such information. The Buyer 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.

2.2 When entering into an agreement with Seller, the Buyer may provide personal data to Seller. Seller collects and processes personal data only to the extent necessary for the performance of a contract or for the implementation of precontractual measures in accordance with the applicable data protection regulations. Such data may also be transmitted to affiliated companies of Seller or vicarious agents for the purposes of fulfilling the contract and for credit investigations. The Buyer may find information about the processing of personal data on Seller's website.

3. RETURN OF PACKAGING

3.1 Pursuant to Section 15 (1) of the German Packaging Act (VerpackG), the Buyer shall be entitled to return transport, retail and 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 during business hours and at the Buyer's expense.

3.2 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 litres.

3.3 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 under section 2.2 above is incorrect.

3.4 If the Buyer disposes of packaging material itself, this must be done professionally.

4. 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 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.