

General Terms and Conditions

of Würth Elektronik ICS (Shenyang) Co., LTD



As of: April 2025

1. Application

1.1 These General Terms and Conditions (hereinafter „Conditions“) shall apply to all deliveries and services of Wuerth Electronic ICS Shenyang Co., Ltd. (hereinafter collectively „Wuerth Electronic“) even if they are not referred to in subsequent contracts. These Conditions apply exclusively. 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 Wuerth Electronic in writing. These Conditions shall apply even if Wuerth Electronic 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 Wuerth Electronic 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 Wuerth Electronic is entitled by law shall remain unaffected.

2. Quotation and formation of contract

2.1 Quotations from Wuerth Electronic 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 quotation 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 Wuerth Electronic reserves all proprietary rights and copyrights in any quotation documents. Such documents may not be made available to any third party.

2.4. The customer is bound to his order for two weeks. Unless otherwise agreed, an order shall become binding for Wuerth Electronic once it has been confirmed by Wuerth Electronic 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 Wuerth Electronic. In case no written order confirmation is issued, Wuerth Electronic 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 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 Wuerth Electronic. In particular, it shall not be owed 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 Wuerth Electronic or on behalf of Wuerth Electronic or by another person in preceding links of the contractual chain, in particular in advertising or on the label. Also, the goods do not have to correspond to the condition of a sample

or model provided by Wuerth Electronic 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 Wuerth Electronic.

2.7 Contracts that are concluded shall oblige the customer to accept and pay for the goods or services ordered. The customer is entitled to withdraw from the contract only if so agreed individually or if so permitted by statutory law.

3. Prices, payment, set-off

3.1 The price stated in the order confirmation shall apply. In the absence of an individual agreement, the prices shall apply DDP in accordance with Incoterms® 2020 (Delivered Duty Paid). Included in the price are any ancillary costs, e.g. packaging, freight and/or insurance. All additional costs incurred in China and, if applicable, abroad in connection with the delivery shall be borne by the customer. If the customer 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. Statutory VAT 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, Wuerth Electronic 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, Wuerth Electronic shall be obliged to provide evidence of the additional costs incurred at the customer's request. If Wuerth Electronic 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 14 days after the date of the invoice. Wuerth Electronic 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 Wuerth Electronic 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 Wuerth Electronic becomes aware of circumstances that could considerably reduce the customer's creditworthiness and which could endanger the payment of outstanding receivables of Wuerth Electronic by the customer under the individual contract, Wuerth Electronic 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 Wuerth Electronic.

3.5 Payment shall be deemed made on the date on which Wuerth Electronic can dispose of the amount owed. When paying by che-

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que, payment shall only be deemed made after the cheque has been cashed and Wuerth Electronic 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 9 percentage points above the base rate. The right to assert a further claim for damages is not excluded.

3.6 Wuerth Electronic shall be entitled to credit payments made by the customer towards the customer's oldest debt first. If costs and interest have already accrued, Wuerth Electronic 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 The order confirmation shall be decisive for the scope of performance. Changes to the scope of performance shall require the written confirmation of Wuerth Electronic in order to be effective.

4.2 Unless expressly agreed otherwise, delivery shall be DDP in accordance with Incoterms®2020 (Delivered Duty Paid).

4.3 An agreed delivery period begins with the conclusion of the contract. Delivery periods and dates shall only be binding for Wuerth Electronic if Wuerth Electronic explicitly states or confirms that they are binding. Otherwise, information on the delivery time shall be non-binding. Agreed delivery periods shall be deemed met if the goods have been handed over to the person in charge of the transport at Wuerth Electronic's registered office or at one of Wuerth Electronic's warehouses before this period has expired or if Wuerth Electronic 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 Wuerth Electronic requires the cooperation of the customer, the customer shall ensure that Wuerth Electronic 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 Wuerth Electronic 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, Wuerth Electronic shall 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 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 Wuerth Electronic is supplied by its own suppliers in due time and properly. Any changes or amendments that are subsequently ag-

reed with Wuerth Electronic may result in a reasonable extension of the agreed delivery dates.

4.6 Wuerth Electronic shall be entitled to make reasonable part deliveries and provide partial services. Excess or short deliveries of up to 2 percentage of the ordered quantity are customary in the industry for bulk packaging due to technical process reasons and shall not entitle the customer to complain or refuse acceptance. 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, Wuerth Electronic can claim compensation for the damage caused including any additional expenditure and storage costs. Any other claims remain unaffected. Wuerth Electronic 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, delivery shall be DDP in accordance with Incoterms® 2020 (Delivered Duty Paid). The risk of accidental loss or accidental deterioration of the delivery items shall pass to the customer as soon as the delivery items arrived at the destination of the customer. 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, Wuerth Electronic 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, Wuerth Electronic 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 Wuerth Electronic informs the customer of such.

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

6.2 The customer shall be obliged to handle all goods to which title is retained, and as long as title is retained, with the diligence of a prudent businessman. 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 Wuerth Electronic all claims for compensation arising from such insurance. Wuerth Electronic hereby accepts the assignment. If an assignment is not allowed, the customer hereby irrevocably instructs its insurer to make pay-

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ments, if any, only to Wuerth Electronic. This does not affect any further claims of Wuerth Electronic. Upon request, the customer must provide Wuerth Electronic 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 Wuerth Electronic's ownership. In the event of attachments or other encroachments by third parties, the customer must notify Wuerth Electronic without undue delay in textual form and provide all the information required, advise the third party of Wuerth Electronic's property rights and assist with the measures taken by Wuerth Electronic 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 Wuerth Electronic 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. Wuerth Electronic 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 Wuerth Electronic. The customer has the authority, which may be revoked at any time, to collect the receivables assigned to Wuerth Electronic as a trustee on behalf of Wuerth Electronic. All amounts collected must be remitted to Wuerth Electronic immediately. Wuerth Electronic 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 Wuerth Electronic, 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 Wuerth Electronic. 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, Wuerth Electronic 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, Wuerth Electronic shall be entitled to rescind the contract without prejudice to its other rights. The customer must immediately grant Wuerth Electronic, or any third party commissioned by Wuerth Electronic, access to the goods that are subject to retention of title, surrender such goods and inform Wuerth Electronic where these goods are located. After a timely warning to such effect, Wuerth Electronic 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 de-

med made on behalf of Wuerth Electronic. 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 Wuerth Electronic, Wuerth Electronic 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 Wuerth Electronic. 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, Wuerth Electronic shall be obliged to surrender the security interests to which Wuerth Electronic is entitled to the extent that the realizable value of these security interests exceeds Wuerth Electronic's 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 6.8 above does not offer the same degree of protection as in the People's Republic of China, the customer hereby grants Wuerth Electronic 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. Claims for quality defects and liability

7.1 Wuerth Electronic 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 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 Wuerth Electronic have been designed and manufactured for use in general electronic equipment, in accordance to the Datasheet. The customer needs the written approval of Wuerth Electronic 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 always solely within the responsibility of the customer.

7.3 The customer's defect rights shall require that the customer has inspected and given notice of defects, in particular that the customer has checked the delivered goods upon receipt and notified Wuerth Electronic without undue delay and in textual form upon receipt of the goods of any obvious defects and defects that could be identified during such inspection. The customer shall inform Wuerth Electronic in writing of any hidden defects without

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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, Wuerth Electronic shall not be liable for the defect. When reporting defects to Wuerth Electronic, the customer must supply a detailed description of the defects in textual form.

7.4 Unless otherwise agreed, the customer shall initially deliver the goods at its own expense to Wuerth Electronic so that the defects can be examined. The return shipment must be made in the original packaging and sealed in accordance with the respective standard. ESD and MSL products shall only be opened under the conditions required by the respective standard. The expenses that are required for the inspection and subsequent performance, in particular transportation, labour and material costs shall only be borne by Wuerth Electronic 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.

7.5 If the goods are defective, Wuerth Electronic shall be entitled - for the purposes of subsequent performance - to choose between remedying the defect or delivering goods that are free from defects.

7.6 If Wuerth Electronic 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 Wuerth Electronic is responsible.

7.7 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 Wuerth Electronic 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 not exist if Wuerth Electronic is not responsible for the defect and if instead of the received goods or services being returned by the customer, Wuerth Electronic has to pay compensation for lost value.

7.8 Claims for defects shall not exist 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, packaging and/or maintenance recommendations provided by Wuerth Electronic or the manufacturer. ESD and MSL components in particular shall be subjected to an incoming inspection after being returned. If it is found that the components have not been handled in accordance with 7.4, the customer forfeits his claims for defects.

7.9 In case the goods are digital products or goods with digital elements, Wuerth Electronic shall furthermore be liable to the customer for the provision of updates exclusively for the duration and to the extent as owed according to the condition agreed pursuant to section 2.5 sentence 2 or otherwise agreed with the customer in writing.

7.10 The customer's claim for reimbursement of expenses in place of damages in lieu of performance shall be excluded if and to the extent that such expenses would not have been made by a reasonable third party.

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

7.12 Wuerth Electronic shall be liable in accordance to applicable statutory law for any damage resulting from breach of guarantee or from death, bodily injury, or damage to health. The same shall apply to wilful misconduct and gross negligence, to mandatory statutory liability for product defects (in particular under the Law of the People's Republic of China on Product Quality and to liability if defects were concealed with fraudulent intent. In cases of slight negligence, Wuerth Electronic shall only be liable if material obligations are breached that result from the nature of the contract and the performance of which is of particular importance in order for the purpose of the contract to be achieved. If such obligations are breached, as well as in the event of default or if performance is impossible, Wuerth Electronic's liability shall be limited to the damage which can typically be expected with such contract.

7.13 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 unlimited liability of Wuerth Electronic for damage resulting from a breach of guarantee or from death, bodily injury or damage to health, for wilful misconduct and gross negligence, and product defects. If Wuerth Electronic 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 Wuerth Electronic.

7.14 The suspension of the expiry of the period of limitation of rights of recourse as stipulated in Article 188 of the Civil Code of China ends at the latest three years after the point in time at which Wuerth Electronic has delivered the item to the customer. In the event that the goods are resold to a consumer, Wuerth Elec-



tronic can only refer to this if Wuerth Electronic simultaneously grants the customer an equivalent compensation.

8. Intellectual property and usage rights relating to software and other protected products, information and co-operation duties

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

8.2 The customer warrants that goods 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 Wuerth Electronic against all corresponding third-party claims, unless the customer is not responsible for the defect of title.

8.3 Unless otherwise agreed in individual cases, Wuerth Electronic 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 Wuerth Electronic. Upon request, the customer shall return the aforementioned items to Wuerth Electronic 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.

8.4 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 Wuerth Electronic 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.

8.5 If Wuerth Electronic uses the customer's software, Wuerth Electronic shall only use such software for the contractually agreed purpose. If Wuerth Electronic requires the source codes for the software to make contractually agreed changes or remedy defects, the customer shall provide Wuerth Electronic with such free of charge for use.

8.6 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 Wuerth Electronic, 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.

8.7 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.

8.8 In the event of unlawful use Wuerth Electronic and/or third parties, in particular, the manufacturer of the software or other protected products, reserve the right to assert claims for compensation.

8.9 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 Wuerth Electronic without undue delay 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 Wuerth Electronic, the customer shall allow Wuerth Electronic to handle the defence against these claims and, to the extent permissible and possible, shall allow Wuerth Electronic to represent the customer or shall conduct the defence itself as instructed by Wuerth Electronic. Up until receiving notification as to whether Wuerth Electronic 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 Wuerth Electronic. If Wuerth Electronic deals with the defence, this obligation shall continue to apply. In addition, the customer shall support Wuerth Electronic in its defence, if this is required for an appropriate defence. In return, Wuerth Electronic 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 Wuerth Electronic. In the event that Wuerth Electronic 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 Wuerth Electronic, the customer shall not be entitled to assert claims against Wuerth Electronic.

8.10 Wuerth Electronic shall also be entitled with regard to title defects relating to software to attempt subsequent performance, if Wuerth Electronic so chooses (cf. 7.4). In all other respects, the statutory provisions for warranty obligations for title defects with regard to software shall apply irrespective of whether Wuerth Electronic 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, Wuerth Electronic 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 Wuerth Electronic 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 Wuerth Electronic has to carry out a product recall or issue a product warning because of a product defect to the goods, the customer shall assist Wuerth Electronic and take all measures ordered by Wuerth Electronic, 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 Wuerth Electronic.

9.3 The customer shall inform Wuerth Electronic without undue delay in textual form 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 Wuerth Electronic is prevented by force majeure from performing its contractual obligations, in particular from delivering the goods, Wuerth Electronic 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 Wuerth Electronic becomes unreasonably complicated or temporarily impossible because of unforeseeable circumstances for which Wuerth Electronic 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 Wuerth Electronic 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 Wuerth Electronic. At the request of the customer, Wuerth Electronic 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 Data protection

11.1 The customer shall be obliged for an unlimited period of time to maintain the confidentiality of any and all information received through Wuerth Electronic that is considered 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 When entering into an agreement with Wuerth Electronic, the customer may provide personal data to Wuerth Electronic. Wuerth Electronic 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 Wuerth Electronic or vicarious agents for the purposes of fulfilling the contract and for credit investigations. The customer may find information about the processing of personal data on Wuerth Electronic's website.

12. Export control

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

13. Final provisions

13.1 Any rights and obligations of the customer may only be assigned or transferred to a third party with the written consent of Wuerth Electronic.

13.2 The legal relations between the customer and Wuerth Electronic shall be governed by the laws of the People's Republic of China, without regard to the United Nations Convention on Contracts for the International Sale of Goods (CISG).

13.3 Exclusive place of jurisdiction for all disputes arising from the business relationship between Wuerth Electronic and the customer shall be the registered office of Wuerth Electronic. Wuerth Electronic may in addition sue the customer at the latter's registered office, as well as at any other permissible place of jurisdiction.

13.4 The place of performance for any and all obligations to be performed by the customer and by Wuerth Electronic shall be the registered office of Wuerth Electronic.

13.5 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 commercial 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.

13.6 Even if this conditions are written in English language, it has to be understood that it was prepared by German lawyers against a German commercial and legal background. If any term of the Agreement is open to interpretation, the intended German meaning shall prevail.

14. Environmental declaration

Wuerth Electronic 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.