



As of: November 2024

Application

1.1 These General Terms and Conditions (hereinafter "Conditions") shall apply to all deliveries and services of Würth Electronic Co., Ltd. (hereinafter collectively "Würth 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 Würth Electronic in writing. These Conditions shall apply even if Würth 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 Würth 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 Würth Electronic is entitled by law shall remain unaffected.

2. Offer and formation of contract

2.1 Offers from Würth 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 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 Electronic reserves all proprietary rights and copyrights in any offer 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 Würth Electronic once it has been confirmed by Würth 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 Würth Electronic. In case no written order confirmation is issued, Würth Electronic may accept orders by making delivery or providing the services.

2.5 Unless otherwise expressly agreed in writing, the purpose of the contract pursuant to Article 354, Taiwan Civil Code 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 Würth Electronic. Unless expressly agreed otherwise in writing, 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 Würth Electronic or on behalf of Würth 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 Würth 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 Würth 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 FCA in accordance with Incoterms® 2020 (ex location or warehouse of Würth Electronic from where the goods are handed over to the carrier). Not included in the price are any ancillary costs, e.g. packaging, freight and/or insurance. All additional costs incurred in Taiwan 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, Würth 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, Würth Electronic shall be obliged to provide evidence of the additional costs incurred at the customer's request. If Würth 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. Würth Electronic shall, however, be entitled to make the execution of outstanding deliveries or the provision of services contingent upon prepayment 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 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 Würth Electronic becomes aware of circumstances that could considerably reduce the customer's creditworthiness and which could endanger the payment of outstanding receivables of Würth Electronic by the customer under the individual contract, Würth 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 Würth Electronic.



3.5 Payment shall be deemed made on the date on which Würth Electronic can dispose of the amount owed. When paying by cheque, payment shall only be deemed made after the cheque has been cashed and Würth 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 per annum. The right to assert a further claim for damages is not excluded.

3.6 Würth 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, Würth 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 Würth Electronic in order to be effective.

4.2 Unless expressly agreed otherwise, delivery shall be FCA in accordance with Incoterms®2020 (ex location or warehouse of Würth Electronic from where the goods are handed over to the carrier).

4.3 An agreed delivery period begins with the conclusion of the contract. Delivery periods and dates shall only be binding for Würth Electronic if Würth 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 Würth Electronic's registered office or at one of Würth Electronic's warehouses before this period has expired or if Würth 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 Würth Electronic requires the cooperation of the customer, the customer shall ensure that Würth 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 Würth 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, Würth 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 Würth Electronic is supplied by its own suppliers in due time and properly. Any changes or amendments that are subsequently agreed with Würth Electronic may result in a reasonable extension of the agreed delivery dates.

4.6 Würth 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, Würth Electronic can claim compensation for the damage caused including any additional expenditure and storage costs. Any other claims remain unaffected. Würth 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 FCA in accordance with Incoterms® 2020 (ex location or warehouse of Würth Electronic from where the goods are handed over to the carrier), i.e. the risk of accidental loss or accidental deterioration of the delivery items shall pass to the customer as soon as the delivery items have been handed over to the carrier or have left our warehouse for the purpose of shipment. 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, Würth 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, Würth 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 Würth Electronic informs the customer of such.

5.3 If Würth Electronic chooses the type of dispatch, the dispatch route and/or the person to carry out the dispatch, Würth 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 Würth Electronic until all receivables owed to Würth Electronic by the customer as a result of the business relationship have been fully paid. If Würth 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 Würth Electronic all claims for compensation arising from such insurance. Würth Electronic 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 Electronic. This does not affect any further claims of Würth Electronic. Upon request, the customer must provide Würth Electronic with evidence of the conclusion of the insurance policy.

6.3 In the event of default of payment on the part of the customer, Würth Electronic shall be entitled to rescind the contract without prejudice to its other rights. The customer must immediately grant Würth Electronic, or any third party commissioned by Würth Electronic, access to the goods that are subject to retention of title, surrender such goods and inform Würth Electronic where these goods are located. After a timely warning to such effect, Würth 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.

7. Claims for quality defects and liability

7.1 Würth 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 Würth Electronic have been designed and manufactured for use in general electronic equipment, in accordance to the Datasheet. The customer needs the written approval of Würth 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 fulfilled its statutory obligations to inspect and give notice of defects (Article 355, 356 of Taiwan Civil Code), in particular that the customer has checked the delivered goods upon receipt and notified Würth 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 Würth Electronic in writing of any hidden defects without 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, Würth Electronic shall not be liable for the defect. When reporting defects to Würth 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 Würth 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, including but not limited to the cost of transportation, travel, labour and material costs etc., shall only be borne by Würth 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, Würth 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 Würth 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 Würth 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. This shall not apply if Würth Electronic is responsible for such or if the defect did not become apparent until after the goods were processed or altered.

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 Würth 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 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.

7.10 Würth 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 Würth 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 Würth Electronic, perform backups to its computer systems at sufficiently regular intervals. Würth 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.

7.11 Würth 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 if defects were concealed with fraudulent intent. In cases of slight negligence, Würth 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, Würth Electronic's liability shall be limited to the damage which can typically be expected with such contract.

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. This shall not affect the unlimited liability of Würth 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 Würth 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 Würth Electronic.

7.13 The suspension of the expiry of the period of limitation of rights of recourse ends at the latest five years after the point in time at which Würth Electronic has delivered the item to the customer. In the event that the goods are resold to a consumer, Würth Electronic can only refer to this if Würth 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 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 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.

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

8.4 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 Electronic and/or third parties, in particular, the manufacturer of the software or other protected products, reserve the right to assert claims for compensation.

8.6 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 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 Würth Electronic, the customer shall allow Würth Electronic to handle the defence against these claims and, to the extent permissible and possible, shall allow Würth Electronic to represent the customer or shall conduct the defence itself as instructed by Würth Electronic. Up until receiving notification as to whether Würth 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 Würth Electronic. If Würth Electronic deals with the defence, this obligation shall continue to apply. In addition, the customer shall support Würth Electronic in its defence, if this is required for an appropriate defence. In return, Würth 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 Würth Electronic. In the event that Würth 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 Würth Electronic, the customer shall not be entitled to assert claims against Würth Electronic.

8.7 Notwithstanding Sec. 439 (1) German Civil Code (BGB), Würth Electronic shall also be entitled with regard to title defects relating to software to attempt subsequent performance, if Würth Electronic so chooses. In all other respects, the statutory provisions for warranty obligations for title defects with regard to software shall apply irrespective of whether Würth 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, Würth 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 Würth 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 Würth 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 Würth Electronic and take all measures ordered by Würth 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 Würth Electronic.

9.3 The customer shall inform Würth 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 Würth Electronic is prevented by force majeure from performing its contractual obligations, in particular from delivering the goods, Würth 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 Würth Electronic becomes unreasonably complicated or temporarily impossible because of unforeseeable circumstances for which Würth 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 Würth 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 Würth Electronic. At the request of the customer, Würth 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 Würth 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

unauthorized recording of such trade and business secrets for their own purposes.

11.2 When entering into an agreement with Würth Electronic, the customer may provide personal data to Würth Electronic. Würth 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 Würth 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 Würth 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.

14. Final provisions

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

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

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

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

14.5 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.

14.6 In case of finding any discrepancies between the English and Taiwanese texts of this document, the English text shall prevail.

15. Environmental declaration

Würth Electronic 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 transport.

General Terms and Conditions
of Wurth Electronic Co., Ltd.



**WÜRTH
ELEKTRONIK**
MORE THAN
YOU EXPECT

tation. 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.