

## General Terms and Conditions of Sale of WEdirekt

September 2024

### 1. ENFORCEABILITY OF THE GENERAL TERMS AND CONDITIONS

1.1 These General Terms and Conditions of Sale (hereinafter referred to as the "General Terms") apply without restriction or reservation to all sales concluded by Würth Elektronik France SAS (hereinafter referred to as "Würth Elektronik") with professional customers (hereinafter referred to as "Customer") wishing to purchase products offered for online sale by Würth Elektronik (hereinafter referred to as "product(s)") on its website <https://www.wedirekt.com/fr-fr/> (hereinafter referred to as "WEdirekt"). Any acceptance of a quotation or confirmation of an order implies unconditional acceptance of these General Terms, which prevail, under all circumstances, over any conflicting stipulations from the Customer.

1.2 Any clause that is incompatible with these General Terms and which appears in the Customer's documents is presumed revoked, unless explicitly accepted in writing by Würth Elektronik.

### 2. COMMERCIAL OFFERS AND ORDERS

2.1 Offers generated on WEdirekt are based on the data entered by the Customer in the online configurator. Validation of an offer in the shopping cart results in a binding and firm order for the Customer.

2.2 Unless otherwise agreed upon between the parties, images, drawings, weight, measurement, performance, and consumption indications as well as other descriptions of the product appearing in the offer's supplementary documentation are provided for informational purposes only. They neither constitute an agreement nor guarantee corresponding product qualities.

2.3 In the event of conflicting information provided by the Customer, the details contained in the second order confirmation sent by Würth Elektronik (AR 2/2) and the technical feasibility will take precedence. The parties agree that AR 2/2 will be sent electronically once the necessary technical clarifications between Würth Elektronik and the Customer have been completed.

2.4 Würth Elektronik manufactures solely according to its own "WEdirekt specifications." Due to Würth Elektronik's business model, any standards, regulations, or specifications indicated by the Customer during the ordering process are not considered.

2.5 Unless otherwise agreed, an order becomes binding on both parties once confirmed electronically by Würth Elektronik through AR 2/2. An automatically generated order confirmation, without reproduction of the signature and name, is considered written. In the absence of written order confirmation by Würth Elektronik, the order will be deemed accepted by the Customer once the product is delivered, or services rendered.

### 3. PRICES

3.1 The price indicated in the online-configured offer by the Customer is for informational purposes only. The final and binding

price applicable is the one mentioned in the second order confirmation (AR 2/2).

3.2 Prices are quoted excluding tax per product. Unless explicitly agreed otherwise, all additional ancillary costs are billed separately to the Customer (including but not limited to VAT at the applicable rate on the invoice date, shipping and insurance costs, as well as ancillary fees).

3.3 VAT shall be mentioned separately on the invoice at the applicable legal rate on the invoice date.

### 4. DELIVERY TERMS

4.1 Production times are expressed in working days at the production site's location and begin once all technical clarifications necessary for product manufacturing are completed.

4.2 Delivery dates are binding for Würth Elektronik only when explicitly confirmed in the second order acknowledgment (AR 2/2). Otherwise, they are given for informational purposes and maintained as far as possible.

4.3 Factors such as acquisition of raw materials by Würth Elektronik, discrepancies in provided commercial or technical data, or the need to obtain official authorizations may result in subsequent adjustments to shipping dates without limitation.

4.4 Würth Elektronik guarantees that the products marketed on the WEdirekt website comply with the requirements of IPC-A-600H Class 2 standards.

4.5 Unless otherwise agreed between both parties, deliveries are made FCA as per Incoterms® 2020.

4.6 Agreed shipment dates are considered met if the product has been handed over to the transportation agent at Würth Elektronik's headquarters or one of Würth Elektronik's warehouses before the expiration of this date. Upon delivery, in the event of missing or damaged packages, the Customer shall clearly indicate specific reservations on the carrier's delivery receipt. In such cases, the Customer reserves the right to refuse the product's delivery. The Customer also commits to promptly inform Würth Elektronik and provide concrete evidence.

4.7 Würth Elektronik is entitled to make partial deliveries or perform partial services to a reasonable extent.

4.8 Overdeliveries or underdeliveries up to ten percent (10%) of the ordered quantity do not entitle the Customer to raise claims or refuse receipt of the product. The invoice and payment request will be adjusted accordingly.

4.9 Unless explicitly agreed otherwise, early deliveries and services are permissible.

4.10 If delivery is hindered due to the Customer's actions, Würth Elektronik reserves the right to charge the Customer for additional expenses, transport, and storage costs.

4.11 Products sold on WEdirekt must not be intended for military or nuclear applications, as these may require specific export

authorizations. In such cases, the Customer must submit a request electronically to the email address: [cbt-france@we-online.com](mailto:cbt-france@we-online.com).

## 5. TERMS OF PAYMENT AND PAYMENT METHODS

### 5.1. Payment Terms

5.1.1 Unless expressly agreed otherwise between the parties, payments must be made within thirty (30) days net from the invoice date. Alternative payment terms may be granted to the Customer by Würth Elektronik based on French economic modernization law No. 2008-776 of August 4, 2008 (LOI LME) and after evaluating the Customer's solvency. All invoices must be paid in full without set-off against other claims.

5.1.2 Würth Elektronik reserves the right to request advance payment or a security deposit for outstanding deliveries or services in the following cases: (i) a new commercial relationship; (ii) the Customer has a business address outside France; or (iii) reasonable doubt exists concerning the Customer's ability to fulfill their payment obligation after product delivery.

### 5.2. Payment Methods

5.2.1 The Customer may choose one of the following payment options for orders on WEdirekt:

- **Invoice Payment:** The Customer pays via bank transfer or cheque payable to "Würth Elektronik France SAS," according to the payment terms stipulated in section 5.1. above;
- **Instant Payment:** The Customer may pay immediately during order placement on the website using methods like PayPal or credit card. Instant payment is deemed completed when the amount has been successfully debited from the Customer's PayPal account or credit card and transferred to Würth Elektronik;
- **Advance Payment:** The Customer can opt for advance payment via bank transfer based on the amount indicated in the second order acknowledgment (AR 2/2) sent by Würth Elektronik.

5.2.2 When choosing instant payment during order placement, the payable amount is based on details provided by the Customer and confirmed in the first order acknowledgment (AR 1/2). This amount may be adjusted after a detailed analysis of technical data, as confirmed in a second acknowledgment (AR 2/2), specifying the final payable amount. Würth Elektronik reserves the right to request payment of the difference via a secure electronic link sent to the Customer.

5.2.3 A payment is considered made only once Würth Elektronik has received the full amount. For cheque payments, this condition applies once the cheque is successfully processed without restrictions or costs.

### 5.3. Default of Payment

5.3.1 By express agreement and unless a deferral is timely requested and granted by Würth Elektronik, failure to pay for products by the due date will result in the following provisions:

- Immediate payment of all amounts remaining due, regardless of the agreed payment method and delivery schedule (this applies to all orders);

- Any unpaid amount on the due date specified on the invoice will incur penalties at a rate equal to three (3) times the legal interest rate;
- Any invoice subject to recovery by legal or collection services will incur a penalty charge, non-reducible, equal to fifteen percent (15%) of the owed amounts, in addition to legal interest and any potential legal fees;
- A fixed compensation of forty euros (€40) for recovery costs (pursuant to decree No. 2012-1115) is applicable, in addition to the surcharge provided in bullet point 3 above.

5.3.2 Würth Elektronik reserves the right to require advance payments, adequate security guarantees, or suspend ongoing deliveries and refuse the continuation of all active contracts between the parties, in which case the Customer will be notified in writing.

5.3.3 The Customer undertakes to immediately inform Würth Elektronik of any difficulties regarding their ability to meet payment obligations or of any judicial seizures by third parties on the products. This clause remains fully enforceable in the event of judicial recovery or asset liquidation proceedings.

## 6. TRANSFER OF RISK AND RETENTION OF TITLE

### 6.1. Transfer of Risk

6.1.1 Unless otherwise explicitly agreed, delivery is FCA as per Incoterms® 2020. For shipments to mainland France and countries within the European Economic Area (EEA), the risk is transferred to the Customer upon delivery of the products, as soon as the delivery receipt is signed at the agreed destination.

6.1.2 The Customer is responsible for ensuring the proper preservation of products and taking out appropriate insurance to cover risks of loss, damage, or theft.

6.1.3 If the handover or dispatch is delayed for reasons attributable to the Customer, the risk is transferred to the Customer on the day the product is ready for shipment, and Würth Elektronik has informed the Customer.

### 6.2. Retention of Title

Würth Elektronik retains ownership of all products subject to these General Terms until full payment of the price by the Customer, regardless of the delivery date of said products. In the event of incomplete payment, the Customer is prohibited from selling, transferring, renting, or modifying the products (Law No. 80-335 of May 12, 1980).

## 7. CLAIMS FOR NON-CONFORMITY

7.1 Würth Elektronik manufactures its products according to the state-of-the-art technology in force at the time of order conclusion. These products are intended for use in general electronic equipment, in accordance with the product datasheet and/or other accompanying technical documents. Any intended use beyond the usual application of the products or requiring a predefined quality standard or application of a specific norm (notably, uses in safety-critical fields such as aviation, military, space, nuclear, medical, transport like rail or automotive) shall receive prior written approval from Würth Elektronik, as specified in the product specifications. The Customer must not modify the product; in particular, they must

not alter or remove warnings about risks associated with improper use of the product.

7.2 If this obligation is violated, the Customer shall indemnify Würth Elektronik and hold it harmless from any third-party claims under product liability to the extent the Customer is responsible for the defect.

7.3 If Würth Elektronik needs to issue a product recall or a warning due to a product defect, the Customer must assist Würth Elektronik and take all measures ordered by Würth Elektronik, provided these do not impose an unreasonable burden on the Customer.

7.4 The Customer undertakes to inspect the delivered products upon receipt and inform Würth Elektronik in writing without delay of any apparent defects identified during this inspection, specifying the details of the defect. The Customer's rights to make claims require that they have fulfilled their legal obligations of inspection and defect notification.

7.5 If the Customer fails to inspect the product upon receipt and/or does not report apparent defects, Würth Elektronik cannot be held responsible for the defect.

7.6 The Customer must also notify Würth Elektronik in writing of any hidden defects immediately after discovering them. "Immediately" means written notice sent to Würth Elektronik within one (1) year from discovering the alleged hidden defect(s) following a proper inspection.

7.7 Warranty rights do not apply to defects resulting from normal wear and tear, improper handling by the Customer or a third party, or unauthorized modifications or repairs made by the Customer or a third party. The same applies to defects attributable to the Customer or resulting from technical reasons other than the original defect. The Customer must especially adhere to Würth Elektronik's recommendations on use, storage, and maintenance. Würth Elektronik is not liable for damages caused by or attributable to breaches of these obligations by the Customer.

7.8 Excess delivery quantities and any non-conforming or defective materials shall be returned at Würth Elektronik's expense, subject to prior agreement specified through an RMA (Return Material Authorization) number. No returns will be accepted without prior written authorization from Würth Elektronik.

7.9 The warranty period for products is twelve (12) months from the delivery date. Würth Elektronik is responsible for proven and detected defects during this warranty period. Würth Elektronik's warranty is strictly limited to replacement within a reasonable timeframe or reimbursement of defective or non-conforming products, at Würth Elektronik's discretion, and after internal inspection. Any potential replacement does not justify a delay or refusal by the Customer to pay invoices.

7.10 If a Claim (as defined below) is deemed justified per this clause, Würth Elektronik is responsible for the costs of providing a replacement product, including domestic freight, in accordance with the applicable legislation. For this purpose, a "Claim" is defined as a

written notice submitted by the Customer to Würth Elektronik specifying the alleged defect of the supplied products.

7.11 The solder surfaces of the products are subject to an aging process. Consequently, reduced warranty periods apply depending on the finish from the product's date code, assuming optimal storage and handling conditions:

- Lead-free Hot Air Levelling (HAL) finish: twelve (12) months;
- Nickel/Gold (Ni/Au) chemical finish: twelve (12) months;
- Tin (Sn) chemical finish: six (6) months.

## **8. LIABILITY AND INSURANCE**

Würth Elektronik, in its capacity as the product supplier, is responsible for latent defects or faults that may affect the delivered products as well as any breaches identified by any accredited and professional control organization. Würth Elektronik is obligated solely to repair direct, material, and immaterial damages duly proven as resulting from faults, defects, or non-conformities. The maximum liability of Würth Elektronik for all direct material and immaterial damages is limited to the coverage amount of Würth Elektronik's insurance policy.

## **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.

## **10. FORCE MAJEURE**

In the event of a force majeure event, as defined by Article 1218 of the French Civil Code, making it impossible for one of the parties to

fulfill their obligations, the effects of the order will be suspended without either party owing any indemnity of any kind to the other. If the force majeure event lasts more than two (2) months, either party has the right to terminate the order in full by giving notice to the other party, without any indemnity being owed.

#### **11. CONFIDENTIALITY**

All information directly or indirectly related to orders, concerning the parties, including their activities, pricing, and financial data, is considered confidential. The parties shall maintain the confidentiality of all information shared 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 shall ensure, through appropriate contractual agreements with their employees and agents working on their behalf, that these individuals also refrain from unauthorized use, disclosure, copying, or recording of such trade secrets for their purposes. The confidentiality obligation remains valid for the duration of the order and continues for five (5) years after its expiration.

#### **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.

12.8 The Customer undertakes, without being requested to do so, to inform Würth Elektronik immediately if a product ordered by the Customer may be subject to export control reporting 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 compliance with these requirements and thus to any mandatory approvals from the authorities (e.g. the German Federal Office of Economics and Export Control - BAFA).

#### **13. PERSONAL DATA PROTECTION**

Both parties agree to provide adequate technical and organizational measures regarding the protection of personal data. Each party commits to comply with Law No. 78-17 of January 6, 1978 (as amended) on Information Technology, Data Files, and Civil Liberties and with the General Data Protection Regulation (EU) 2016/679.

#### **14. MISCELLANEOUS PROVISIONS**

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

14.2 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 COMMERCIAL COURT OF LYON shall have exclusive jurisdiction, to the exclusion of all others, even in the event of a warranty claim or multiple defendants.

14.3 Failure by Würth Elektronik to enforce any provision of these General Terms at any given time cannot be interpreted as a waiver of the right to enforce them later.

14.4 If any provision of these General Terms becomes invalid or unenforceable, or if these Terms are incomplete, this does not



affect the validity of the remaining provisions. The parties shall, in good faith, replace any invalid or unenforceable provision with one that closely approximates the original's intent.

*Environmental Declaration:*

*At Würth Elektronik France, people and the environment are central to our activities. We are committed to the efficient use of resources in our production operations and systematically monitor energy-saving opportunities in our processes and transportation infrastructure. We strive to identify environmentally friendly alternatives in selecting energy sources and raw materials while promoting waste prevention and product recycling.*

Würth Elektronik France SAS  
Circuit Board Technology – CBT  
1861, avenue Henri Schneider CS700029  
F-69881 Meyzieu Cedex  
France