



General Terms and Conditions of WEdirekt

Last Update: May 2018

1. Applicability

1.1. WEdirekt, a business unit within Würth Elektronik GmbH & Co. KG (hereinafter "WEdirekt"), provides all goods and services solely in accordance with the following General Terms and Conditions. Any supplementary or deviating terms and conditions of the customer shall apply only if WEdirekt consents to them expressly and in writing.

1.2. The following terms and conditions shall be applicable both to consumers and to companies unless there are express provisions to the contrary.

1.3. All information stated on websites, in brochures, advertisements and non-binding offers shall constitute an invitation to the customer to submit a binding order. An order shall be accepted by confirming the order in writing. The customer must immediately assert any objections raised against the order confirmation in writing.

1.4. WEdirekt shall remain entitled to all the rights, particularly proprietary rights and copyrights, as well as the right of utilization, duplication and distribution, with respect to any specifications, plans, drawings, other documentation or material submitted in connection with the bid. Whether and to what degree the customer acquires proprietary rights and rights of use or publication with respect thereto depends on any contractual agreement that he may enter into.

1.5. The customer may place orders exclusively within the scope of technical specifications set by WEdirekt. If his specifications cannot be taken into consideration, the AD or ID organization of Würth Elektronik GmbH & Co. KG can provide further assistance.

1.6. Execution of orders following receipt of customer documents to be submitted shall be subject to the approval of such documents by WEdirekt.

1.7. In case of contradictory information by the customer, the information in the order and the technical feasibility will take precedence over other information.

1.8. WEdirekt manufactures exclusively with own specifications. For reasons of the WEdirekt business model, any norms, provisions, standards and specifications you might have indicated within the order transaction, will not be considered.

1.9. Agreements entered into shall bind the customer to accept and pay for goods and services ordered.

2. Consumer's right of cancellation

If the customer is a consumer pursuant to s. 13 BGB (German Civil Code), distance contracts entered into solely through means of telecommunications (e.g., orders placed via an online shop) shall be subject to the following provisions



2.1. Right of cancellation

The customer may cancel his contract within 14 days in writing (e.g., letter, fax, email) without having to state any reasons or, in the case of goods, by returning the items within the cancellation period. The cancellation period shall commence on the day following the day on which the customer receives these instructions in writing; in the case of goods, however, not before he receives the items (in the case of recurring delivery of similar goods not prior to receipt of the first partial delivery) and nor prior to satisfaction of the duty to supply information under Article 246 § 2 in connection with § 1 Sections 1 and 2 EGBGB and our obligations in accordance with § 312e Section 1 Clause 1 BGB in conjunction with Article 246 § 3 EGBGB. Sending the declaration of cancellation or returning the goods in a timely manner within the cancellation period shall be deemed compliant with the cancellation period. Such declaration of cancellation shall be directed to:

WEdirekt
Würth Elektronik GmbH & Co. KG
Salzstraße 21
74676 Niedernhall
Germany
E-Mail: info@wedirekt.de
Fax: +49 7940 946-400

2.2. Consequences of cancellation

In the event of an effective cancellation, the services already received by either party shall be returned as well as any benefit already drawn therefrom (e.g., interest payments). If services received cannot be returned in full or in part or only in a deteriorated condition, the respective party shall reimburse the other party for the value of such services instead. In the case of goods this shall not apply if the deterioration in the condition of the items is solely based on an inspection thereof — as would have been possible in a shop, for example. Other than that, the customer can avoid the mandatory reimbursement for value for deterioration caused by utilization in accordance with the provisions by not treating the item as his property and refraining from doing anything that would reduce its value. Items ready for parcel post shipment shall be returned. Items not ready for parcel post shipment will be picked up from the customer's premises. Obligations to refund payments shall be satisfied within 30 days. This period begins for the customer on the day the declaration of cancellation or the goods are sent, for WEdirekt on the day of its receipt.

End of cancellation policy instructions

2.3. Exclusion of cancellation

The above right of cancellation shall not apply to distance contracts concerning the delivery of goods that are manufactured according to customer specifications or that are clearly customised to meet the customer's personal needs, or that are not suitable for return due to their nature, or that perish quickly or expire prior to any return as well as contracts concerning the delivery of audio or video recordings or software once the data carriers supplied have been unsealed by the consumer.



This applies to PCB orders via the online shop. Printed circuit boards are customized products in which the customer acc. §312g II No. 1 BGB in connection with Article 246a III No. 1 EGBGB is not entitled to revoke.

2.4. Model withdrawal form

(complete and return this form only if you wish to withdraw from the contract)

To
 Würth Elektronik GmbH & Co. KG
 Salzstr. 21
 74676 Niedernhall
 Telefax: 07940/946-400
 E-Mail: info@wedirekt.de

I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods (*)/for the provision of the following service (*):

Order number _____

(*)Ordered on _____/(*)received on _____

Name of consumer(s) _____

Address of consumer(s) _____

Signature of consumer(s) (only if this form is notified on paper)

Date

(*) Delete as appropriate.

3. Pricing, payment, set-off

3.1. The price agreed upon shall prevail. Unless stated otherwise, the prices quoted to consumers shall be deemed gross prices pursuant to s. 13 BGB (German Civil Code) (incl. statutory value added tax) and prices quoted to companies shall be deemed net prices pursuant to s. 14 BGB (plus statutory value added tax). Packaging, shipping and insurance costs as well as any other ancillary costs shall be remunerated separately.

3.2. As for goods or services that are not to be supplied within three months of entering into an agreement, WEdirekt shall be entitled to adjust the price in the intervening time period due to increases in wages or material costs. The same shall apply, independent of the period in which goods or services shall be supplied, to goods and services that are supplied or rendered as part of a recurring obligation. Any price adjustment that exceeds the general cost of living by more than two percentage points shall entitle the customer, if he is a consumer pursuant to s. 13 BGB (German Civil Code), to rescind the contract. If WEdirekt has agreed on prices contingent on certain pricing factors, such as prices for raw material, with customers who are entrepreneurs pursuant to s. 14 BGB (German Civil Code), changes in such price factors may result in corresponding price adjustments independent of the period for delivery and performance.



3.3. Payment shall be made by means of cash on delivery, credit card or advance payment. WEdirekt can make special arrangements with the customer for payment by invoice. The customer shall then receive an invoice with the delivery that is due net within 30 days following receipt. Payment shall be deemed effected on such date as WEdirekt attains control over the amount owed. In the case of payment by cheque, payment shall be deemed effected if the cheque is cleared and credited to WEdirekt within a reasonable period of time.

3.4. In the event of default, WEdirekt shall be entitled to charge late-payment interest in the amount of 5 percentage points above the base rate for consumers and 8 percentage points above the base rate for companies. Its right to assert claims for further damages, particularly as concerns higher interest rates, on other legal grounds shall remain intact.

3.5. If, upon entering into a contract, the asset situation of the customer deteriorates substantially or if such deterioration becomes noticeable upon entering into a contract, thus putting at risk WEdirekt's claims for payment, WEdirekt shall be entitled to suspend the further execution of the contract until the customer provides consideration or offers security. If the customer defaults on payments, all claims against him, regardless of whether they have been invoiced or not, will fall due immediately unless the default was not his fault.

3.6. Payments of the customer will always be set off against receivables already due, as per sections 366, para. 2, 367 BGB (German Civil Code), unless the customer makes other dispositions. The customer shall not be entitled to set off payment against any claims other than claims that are uncontested or confirmed by declaratory judgment.

4. Schedule and deadlines

4.1. In the absence of any agreement to the contrary, deliveries to be made by WEdirekt shall be obligations to deliver goods; they shall be deemed fulfilled at the time that the goods are handed to the shipper at the place of business or at a warehouse of WEdirekt.

4.2. Commencement of the delivery and completion periods agreed upon and/or compliance with the deadlines and schedule agreed upon shall be subject to the necessary technical details having been clarified in advance. This shall apply, in particular, to the customer's duties to co-operate. In the event of non-compliance with the schedule agreed upon, the customer shall grant WEdirekt a reasonable grace period for providing the goods and/or services thus owed. Grace periods shall be set out in writing.

4.3. In cases of force majeure, industrial action and similar circumstances beyond the control of WEdirekt, the performance period of WEdirekt shall be extended by the duration of such events. If such events last longer than three months, either party may withdraw from the contract. Any effectively created and statutory rights of rescission shall remain intact. WEdirekt shall not be liable for delays in performance due to events beyond the control of WEdirekt and shall not be liable for any expenditure or damage resulting therefrom.

4.4. Subsequent modifications or additions to the contract introduced by the customer and agreed between him and WEdirekt shall cause schedules and deadlines already agreed upon to be extended accordingly. Preparations for deliveries including notices of imminent shipping as well as the organisation of other agreed measures to fulfil the contract shall be carried out, as a matter of principle, on business days during customary business hours.



4.5. WEdirekt shall be entitled to make reasonable partial deliveries or render partial services. In the production of circuit board products, excess or short deliveries up to 10% of the quantity ordered are customary for the industry for technical reasons and do not warrant complaints or refusals to accept deliveries. The claim for payment resulting from the delivery quantity reduced or increased accordingly. Early deliveries of goods or performance of services shall be permitted in the absence of express provisions to the contrary.

4.6. If the customer defaults in acceptance, WEdirekt may demand reimbursement for customary storage costs as well as reimbursement for any other additional expenses in connection with the storage and maintenance of the item(s) to be delivered. In addition, the risk for any accidental loss or accidental deterioration of the goods shall pass to the customer at the time that he fails to accept delivery. If the default in acceptance also constitutes a debtor's default at the same time, WEdirekt shall be entitled to compensation for any damage caused to it as a result. Further statutory claims of WEdirekt shall remain intact.

4.7. If WEdirekt fails to deliver, it shall be liable to such extent as is provided for under 8.

4.8. Products requiring export licenses

The customer shall undertake to inform WEdirekt immediately and without being solicited if a product ordered by the customer could be subject to foreign trade restrictions. The customer must bear all costs and damages incurred by WEdirekt due to infringement of this obligation, to the extent the customer is responsible for the infringement. Supplying the customer is subject to possible mandatory approvals by the authorities (e.g., Federal Office of Economics and Export Control - BAFA).

5. Retention of title, rescission

5.1. WEdirekt shall retain title to all goods until such time as payment has been made in full. If the goods and/or services supplied by WEdirekt include software, a revocable licence for such software will be granted until the time payment is made in full.

5.2. Prior to the full passing of title, the item(s) shall not be pledged, transferred as security, processed or modified without the express consent of WEdirekt. The customer shall notify WEdirekt immediately if any third party asserts claims to the goods.

5.3. In the event of conduct by the customer that contravenes the contract, particularly in the event of default in payment, WEdirekt shall be entitled, within the scope of the law, to rescind the contract, demand the return of the privileged property and use it for other purposes. In the event of rescission, WEdirekt shall be entitled to withdraw from the customer. the revocable license for software under 5.1.

5.4. If the customer is an entrepreneur pursuant to s. 14 BGB (German Civil Code), he shall be entitled to sell the goods in the ordinary course of business; he shall, however, herewith assign to WEdirekt all claims against his customers or a third party in the amount of the final amount charged to him by WEdirekt (including value added tax) that may arise for him from his sales. The customer may collect on such claims even after the assignment. The right of WEdirekt to collect on such claims shall remain intact. However, WEdirekt shall undertake not to collect on claims as long as the customer continues to meet his payment obligations from his receipts and does not default in payment and provided that no composition or insolvency proceedings have been instigated and that there is no cessation of payment. But if this is the case, WEdirekt may demand that the customer disclose the claims assigned and



their debtors, hand over to WEdirekt all necessary information and associated documents concerning collection and notify his debtors of such assignment.

5.5. In the event that the property right of WEdirekt with respect to the goods delivered and subject to retention of title expires due to combination (e.g., by assembly), the (shared) property right of the customer with respect to the undivided object shall pass to WEdirekt in proportion to the invoiced value of the privileged goods and will be stored by the customer at no charge.

5.6. WEdirekt shall undertake to release the securities at the request of the customer to such extent as their realisable value exceeds the claims to be secured by more than 10 per cent.

6. Special duties of the customer to co-operate

6.1. If the performance of services agreed upon requires the co-operation and/or participation of the customer, the customer shall ensure that WEdirekt receive all necessary and relevant information and data in a timely manner as well as of the requisite quality. That includes all descriptive documents necessary for the services ordered like drawings, data, product descriptions, specifications and supplier guidelines. As concerns programming work, the customer shall provide WEdirekt with the necessary computing capacity, test data and data acquisition capacities in a timely as well as sufficient manner. With regard to aforementioned information and data, an obligation to collect shall hereby be explicitly excluded.

6.2. If the customer fails to fulfil his duties to co-operate in full, in part or in a timely manner, the performance period of WEdirekt shall be extended accordingly until such time as the customer meets his duties to co-operate. Furthermore the customer shall reimburse WEdirekt for any expenses and damage caused by his failure to co-operate, unless such failure to co-operate was due to circumstances beyond his control.

7. Rights of complaint

7.1. WEdirekt manufactures its products to state-of-the-art standards in effect at the time a contract is entered into. Any use intended by the customer that goes beyond the customary use of such products or that requires a level of quality that deviates from the norm, particularly applications relevant to security engineering, e.g., use in the aerospace or automotive industries, shall be agreed on by contract.

7.2. Warranty claims of the customer against WEdirekt shall be subject to the following provisions as well as statutory provisions.

7.3. Normal wear and tear typical of consuming shall not constitute cause for a complaint. The customer shall comply with the recommendations of WEdirekt and/or the manufacturer regarding operation, storage and/or maintenance. Only authorised changes shall be made; technically appropriate replacement parts and consumables shall be used and shall correspond to the relevant specifications. If the customer violates any of these obligations and thus causes, directly or indirectly, defects, WEdirekt shall not accept any liability.

7.4. The customer shall notify the supplier about obvious defects in writing at the latest 7 calendar days from receipt of the goods, and not noticeable defects within the same 7-day period after the defect had been detected. Otherwise the assertion of an obvious warranty



claim shall be excluded. If the customer is an entrepreneur under s. 14 BGB (German Civil Code), the duty to examine and to report defects pursuant to s. 377 HGB (German Commercial Code) shall remain intact. If a complaint is made, the customer shall describe the symptoms of the defect in written and detailed form to WEdirekt or, if so ordered by WEdirekt, provide defective devices or parts for the purposes of testing and subsequent performance.

7.5. In the event of a defect, the customer shall grant WEdirekt a reasonable period of time for subsequent improvement. WEdirekt reserves the right to effect subsequent performance, at its discretion, by subsequent improvement or subsequent delivery. If subsequent performance fails or is unreasonable from the point of view of the customer, the customer shall be entitled to withdraw from the contract or demand that the purchase price be reduced. Withdrawal shall be excluded if WEdirekt's breach of duty is merely insubstantial.

7.6. Warranty claims shall be subject, from the time the risk is passed, to a limitation period of 24 months in the case of deliveries to consumers and 12 months in the case of deliveries to companies. Work performed shall be subject, from the time of acceptance, to a period of 12 months for companies and 24 months for consumers. The aforementioned limitation periods shall not apply to recourse claims under sections 478, 479 BGB (German Civil Code) in the case of fraudulently concealed defects as well as to claims for damages under 8.3 to 8.6, which shall be subject to statutory limitation periods.

7.7. Separate guarantees of WEdirekt shall not be affected by the aforementioned warranty provisions.

7.8. Parts replaced in the course of subsequent improvement or subsequent delivery shall become the property of WEdirekt and shall be returned by the customer at the request and expense of WEdirekt.

7.9. If it is determined that WEdirekt provides services due to defects alleged by the customer, without there actually being a case for warranty, the customer shall reimburse WEdirekt for the resulting expenditure unless the customer is not responsible for such allegation of defect.

7.10. Claims for damages related to warranty issues shall also be subject to the provisions under 8.

8. Liability

8.1. WEdirekt shall not be liable for damage for which WEdirekt is not responsible, particularly damage that is caused by the improper use or handling of the products. The customer shall comply with the recommendations of WEdirekt and/or the manufacturer regarding operation, storage and maintenance, shall make only authorised changes, shall change replacement parts in a proper and expert manner and shall use only consumables that comply with the relevant specifications. Both prior to and after receiving goods and services from WEdirekt, the customer shall back up the data on his computer systems at sufficiently regular intervals. WEdirekt shall not accept any liability for damages caused by or resulting from the customer's breach of the aforementioned obligations.

8.2. Regardless of the legal grounds, WEdirekt shall not be liable for direct or indirect damages caused by minor negligence on the part of WEdirekt or its vicarious agents.



8.3. The qualification under 8.2 shall not be applicable if WEdirekt or its vicarious agents have breached an essential contractual obligation ("cardinal obligation"). In such a case, however, the liability of WEdirekt shall be limited to typical damages and damages foreseeable at the time the contract is entered into.

8.4. The qualification under 8.2 shall not be applicable to breaches of obligations of WEdirekt or its vicarious agents that result in injury to life, limb or body.

8.5. The qualification under 8.2 is not applicable to mandatory liability regulations, e.g., those of the Product Liability Act.

8.6. WEdirekt shall have unlimited liability for breaches caused by gross or intentional negligence.

8.7. The statutory limitation periods shall apply.

8.8. The aforementioned liability limitations shall also apply in favour of bodies, employees and vicarious agents of WEdirekt regarding any personal liability.

9. Rights to software, licensing

9.1. All rights to software that is delivered to the customer or that is created for the customer, particularly copyrights, ancillary copyrights and neighbouring rights shall remain with WEdirekt and/or the respective rights holders. This shall also apply if the software was created according to the specifications of the customer or with the participation of the customer.

9.2. If WEdirekt uses software of the customer, all copyrights and other rights shall remain with the customer. WEdirekt shall use such software only for such purposes as are agreed by contract. If WEdirekt requires the source code of such software to make modifications or repair defects, the customer shall provide the source code to WEdirekt free of charge.

9.3. The customer shall be prohibited from duplicating, distributing, passing on, modifying, translating, expanding and/or making any other changes to the software supplied by WEdirekt as well as from decompiling or using the software as a basis for developing similar software unless such actions are permitted under the contract or the law in express terms. Otherwise the respective and specific terms and conditions of the software licence shall apply.

9.4. The customer shall be granted only a non-exclusive licence for the software to such extent as is required or permitted with respect to the purpose of the contract. Any use of the software that exceeds the respective terms and conditions of licence of the manufacturer and/or WEdirekt, collateral agreements or contractually agreed purposes shall be subject to the written consent of WEdirekt.

9.5. For the purposes of data backup, the customer may create the necessary backup copies unless the respective licence agreement contains provisions to the contrary. Backup copies on portable data carriers shall be identified as such and shall be affixed with the copyright notice of the original data carrier.



9.6. WEdirekt, and, if applicable, the manufacturer of the software, reserve(s) the right to assert claims for damages for each case of unlawful use that exceeds the terms and conditions of the non-exclusive licence.

9.7. If a third party brings a claim that is in conflict with the non-exclusive licence of the customer, the customer shall notify WEdirekt thereof in writing immediately. The customer shall not acknowledge any claims of a third party without the consent of WEdirekt. WEdirekt will defend against the claims of a third party.

10. Copyrights

10.1. To the extent WEdirekt manufactures products for the customer based on drawings, models, prototypes or other technical documents provided to it, the customer shall ensure that the proprietary rights of third parties are not violated. If, with reference to existing proprietary rights, third parties prohibit WEdirekt in particular from manufacturing and delivering such items, WEdirekt may – without being obligated to review the legal situation – cease any further activity in the pertinent scope and demand claims for damage from the customer. With the provision of such drawings, documents, etc., the customer shall indemnify WEdirekt upon first request from all associated claims of third parties.

11. Data protection, confidentiality

11.1. The contracting parties undertake to keep confidential any and all commercial and technical information of the respective other party that they obtain or learn in the course of executing the contract provided that the respective other party has not disclosed such information publicly

11.2. This website uses Google Analytics, a web analytics service provided by Google, Inc. (“Google”). Google Analytics uses so-called “cookies”, which are text files placed on your computer, to help the website analyze how users use the site. The information generated by the cookie about your use of the website (including your IP address) will usually be transmitted to and stored by Google on servers in the United States of America. In the case of activation of the IP anonymization on this Web site, your IP address will be truncated by Google, although only within Member States of the European Union or beforehand by other parties to the Agreement on the European Economic Area. Only in exceptional cases, the full IP address is sent to a Google server in the USA and then truncated. Google will use this information, on behalf of the site owner, for the purpose of evaluating your use of the website, compiling reports on website activity for website operators and providing other services relating to website activity and internet usage. Google will not associate your IP address derived in conjunction with Google Analytics with any other data held by Google. You can prevent the storage of cookies by selecting the appropriate settings on your browser. We point out however, that in this case, not all the features of this site are available for use. You may refuse the use of cookies and the associated collected data (including your IP address) by Google as well as preventing them from utilizing this data by installing the browser plugin. The current Link is: <http://tools.google.com/dlpage/gaoptout?hl=en-GB>.



12. Environmental Declaration

12.1. WEdirekt 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.

13. Dispute resolution

13.1 The European Commission provides a platform for online dispute resolution (ODR), available under <http://ec.europa.eu/consumers/odr/>. We have no obligation and are in principle not willing to join dispute resolution procedures by a consumer conciliation board.

These General Terms and Conditions shall apply to the following plants/divisions:

WEdirekt
Würth Elektronik GmbH & Co. KG
Salzstrasse 21
74676 Niedernhall
Germany