

General Terms and Conditions (GTC) widap electronic components GmbH & Co. KG

Status: January 2026

Note: This English version is provided for convenience only. In the event of discrepancies, the German version of these General Terms and Conditions shall prevail and be legally binding.

I. General Provisions

1. These General Terms and Conditions (hereinafter "GTC") shall apply exclusively to all legal relationships between widap electronic components GmbH & Co. KG, Fraunhoferstraße 20a, 85221 Dachau, Germany (hereinafter the "Supplier") and the purchaser (hereinafter the "Purchaser") in connection with the deliveries and/or services of the Supplier (hereinafter collectively "Deliveries"). The Purchaser's general terms and conditions shall apply only insofar as the Supplier has expressly agreed to them in writing. The scope of the Deliveries shall be determined by the parties' mutually consistent written declarations.
2. The Supplier reserves all ownership and intellectual property rights, including copyright exploitation rights, to cost estimates, drawings and other documents (hereinafter "Documents") without restriction. The Documents may only be made accessible to third parties with the Supplier's prior consent and must be returned to the Supplier without undue delay upon request if the order is not placed with the Supplier. Sentences 1 and 2 shall apply accordingly to the Purchaser's Documents; however, such Documents may be made accessible to third parties to whom the Supplier has legitimately transferred Deliveries.
3. Partial deliveries are permitted insofar as they are reasonable for the Purchaser.
4. The term "claims for damages" in these GTC also includes claims for reimbursement of futile expenses.
5. A contract shall only be concluded upon the Supplier's written order confirmation or upon performance of the Delivery.
6. The Supplier's offers are subject to change and non-binding unless expressly designated as binding.
7. Delivered goods shall remain the Supplier's property until full settlement of all claims arising from the business relationship.

II. Prices, Terms of Payment and Set-Off

1. Prices are ex works, excluding packaging, plus the applicable statutory value-added tax.
2. Payments shall be made free of charges to the Supplier's place of payment.
3. The Purchaser may set off only such claims as are undisputed or have been finally adjudicated.

III. Delivery Periods; Delay

1. No compensation may be claimed by the Purchaser due to incorrect information regarding delivery periods.

2. In the event of delay in delivery, the Supplier shall only be liable in accordance with the provisions of Article XI of these GTC. Claims for damages due to delay in delivery are excluded unless intent or gross negligence is involved or an essential contractual obligation has been breached.
3. If dispatch or delivery is delayed at the Purchaser's request for more than one month after notification of readiness for dispatch, storage charges of 1% of the price of the items of the Deliveries may be charged for each additional commenced month, up to a maximum of 5% in total. The Supplier reserves the right to prove higher or lower storage costs.

IV. Transfer of Risk

1. Unless otherwise individually agreed between the parties, risk shall pass to the Purchaser at the commencement of loading of the delivery items at the Supplier's works, including in the case of partial deliveries or where the Purchaser has assumed other services (e.g., shipping costs or delivery). This shall also apply in the case of a shipment sale within the meaning of Section 447 of the German Civil Code (BGB).
2. If acceptance has been agreed, it shall be carried out without undue delay at the agreed time, or alternatively after the Supplier's notification of readiness for acceptance. The Purchaser may refuse acceptance only if a material defect exists.
3. If dispatch, delivery or acceptance at the Purchaser's premises is delayed for reasons attributable to the Purchaser, or if the Purchaser is otherwise in default of acceptance, risk shall pass to the Purchaser.

V. Installation, Assembly and Commissioning

Installation, assembly, commissioning or similar work services are not owed unless expressly agreed in writing.

VI. Acceptance of Deliveries

The Purchaser may not refuse acceptance of Deliveries due to insignificant defects.

VII. Material Defects

The Supplier shall be liable for material defects as follows:

1. At the Supplier's discretion, defective parts or services shall be repaired, replaced or re-performed free of charge, provided that the cause of the defect already existed at the time of transfer of risk.
2. Claims for subsequent performance shall become time-barred twelve (12) months after the statutory commencement of the limitation period; the same shall apply to claims for withdrawal and price reduction. This limitation shall not apply where longer limitation periods are

prescribed by law pursuant to Sections 438(1) No. 2 (buildings and items for buildings), 479(1) (recourse claim) and 634a(1) No. 2 (construction defects) BGB, in cases of intent, fraudulent concealment of defects, or breach of a quality guarantee. Statutory provisions regarding suspension, interruption and recommencement of limitation periods remain unaffected.

3. Defect notices must be submitted by the Purchaser without undue delay in text form (e.g., email).
4. In the event of defect notices, the Purchaser may withhold payments only to an extent proportionate to the asserted defects.
5. The Supplier shall be granted the opportunity to perform subsequent performance within a reasonable period.
6. If subsequent performance fails, the Purchaser may withdraw from the contract or reduce the remuneration.
7. Claims for defects shall not exist in cases of insignificant deviation from agreed quality, insignificant impairment of usability, natural wear and tear, damage occurring after transfer of risk due to improper or negligent handling, excessive use, unsuitable operating materials, defective construction work, unsuitable subsoil, or special external influences not envisaged under the contract, as well as in the case of non-reproducible software errors. If improper modifications or repair work are carried out by the Purchaser or third parties, no defect claims shall exist for such modifications or resulting consequences.
8. Claims by the Purchaser for expenses necessary for subsequent performance, in particular transport, travel, labor and material costs, are excluded insofar as such expenses increase because the delivered item has been moved to a location other than the Purchaser's establishment, unless such relocation corresponds to its intended use.
9. Recourse claims of the Purchaser against the Supplier pursuant to Section 478 BGB (recourse of the entrepreneur) shall exist only insofar as the Purchaser has not entered into agreements with its customer that exceed statutory defect claims. The statutory provisions shall apply to the scope of such recourse.
10. Claims for damages by the Purchaser due to a material defect are excluded. This shall not apply in cases of fraudulent concealment of defects, breach of a quality guarantee, injury to life, body or health, or intentional or grossly negligent breach of duty by the Supplier. No change in the burden of proof to the detriment of the Purchaser is associated with the above provisions. Mandatory statutory liability provisions remain unaffected. Any further or other claims of the Purchaser due to a material defect beyond those regulated in this Article VII are excluded.

VIII. Industrial Property Rights and Copyrights; Defects of Title

1. Unless otherwise agreed, the Supplier shall be obliged to provide the Delivery free from third-party industrial property rights and copyrights (hereinafter "IP Rights") only in the country of the place of delivery. If a third party asserts justified claims against the Purchaser due to infringement of IP Rights by Deliveries supplied by the Supplier and used in accordance with the contract, the Supplier shall be liable towards the Purchaser within the period specified in this Article VIII as follows:

- a. At the Supplier's discretion and at its own expense, the Supplier shall either obtain a right of use for the affected Deliveries, modify them so that the IP Right is no longer infringed, or replace them. If this is not possible under reasonable conditions, the Purchaser shall be entitled to the statutory rights of withdrawal or reduction.
- b. The Supplier's obligation to pay damages shall be governed by Article XI.
- c. The above obligations apply only if the Purchaser notifies the Supplier in writing without undue delay of the claims asserted by the third party, does not acknowledge an infringement, and reserves all defense measures and settlement negotiations to the Supplier. If the Purchaser ceases use of the Delivery for damage mitigation or other important reasons, it shall inform the third party that such cessation does not constitute acknowledgment of infringement.
2. Claims are excluded insofar as the Purchaser is responsible for the infringement.
3. Claims are also excluded if the infringement results from specific instructions of the Purchaser, use not foreseeable by the Supplier, or from the fact that the Delivery has been modified by the Purchaser or used together with products not supplied by the Supplier.
4. In the event of IP Rights infringements, the provisions of this Article VIII shall apply accordingly to the Purchaser's claims regulated in VIII.1(a).
5. In the event of other defects of title, the provisions of this Article VIII shall apply accordingly.
6. Any further or other claims of the Purchaser against the Supplier and its vicarious agents due to a defect of title beyond those regulated in this Article VIII are excluded.

IX. Reservation of Performance

1. Performance of the contract is subject to the condition that no obstacles exist due to German, U.S. or other applicable national, EU or international foreign trade regulations, nor due to embargoes or other sanctions.
2. The Purchaser shall provide all information and documents required for export, transfer and/or import.

X. Impossibility; Contract Adjustment

1. If delivery is impossible, claims for damages by the Purchaser are excluded to the extent permitted by law.
2. If unforeseeable events beyond the Supplier's control significantly alter the economic significance or content of the Delivery or substantially affect the Supplier's operations, the contract shall be adjusted appropriately in accordance with good faith. If such adjustment is not economically reasonable, the Supplier shall be entitled to withdraw from the contract. The same shall apply if required export licenses are not granted or cannot be used. If the Supplier exercises this right of withdrawal, it shall notify the Purchaser without undue delay after becoming aware of the implications of the event, including where an extension of the delivery period has initially been agreed with the Purchaser.

XI. Other Claims for Damages

1. Unless otherwise regulated in these GTC, claims for damages by the Purchaser—regardless of the legal basis, in particular due to breach of duties arising from the obligation and in tort—are excluded.
2. This shall not apply where liability exists as follows:
 - a. under the Product Liability Act;
 - b. in cases of intent;
 - c. in cases of gross negligence by owners, legal representatives or executive employees;
 - d. in cases of fraud;
 - e. in cases of breach of an assumed guarantee;
 - f. for culpable injury to life, body or health; or
 - g. for culpable breach of essential contractual obligations. In the event of breach of essential contractual obligations, the claim for damages is limited to the typical, foreseeable damage unless one of the cases set out above applies.
3. No change in the burden of proof to the detriment of the Purchaser is associated with the above provisions.
4. Compensation for indirect damages, in particular loss of profit, production downtime or data loss, is excluded to the extent permitted by law.

XII. Place of Jurisdiction and Applicable Law

1. If the Purchaser is a merchant, the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be the Supplier's registered office. The Supplier shall, however, also be entitled to bring an action at the Purchaser's place of business.
2. This contract, including its interpretation, shall be governed by German law, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

XIII. Severability; Additional Provisions

1. Should individual provisions of this contract be or become wholly or partially invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. In place of the invalid or unenforceable provision, a provision shall be deemed agreed which comes closest to the economic purpose of the invalid provision.
2. The following additional provisions shall apply:
 - a. Declarations serving to establish, preserve or exercise rights must be made in text form (e.g., email), unless stricter statutory form requirements apply.
 - b. The Purchaser may assign rights arising from this contractual relationship to third parties only with the Supplier's prior written consent.