

# TERMS & CONDITIONS.

## GENERAL TERMS AND CONDITIONS FOR SALES AND DELIVERIES OF WURTH (VIETNAM) CO., LTD.

### 1. Definitions:

“Agreement” means any agreement for the provision of Goods or Services by Wurth (Vietnam) to the Buyer;

“Buyer” means the person, firm or corporation acquiring Goods or Services from Wurth (Vietnam);

“Goods” means Goods supplied by Wurth (Vietnam) to the Buyer;

“Services” means Services supplied by Wurth (Vietnam) to the Buyer;

“Price List” means the price list distributed by Wurth (Vietnam) from time to time;

### 2. General Terms

2.1 The following General Terms and Conditions apply exclusively to every agreement, concluded between Wurth (Vietnam) and the Buyer, also including any subsequent agreements made even where the conditions are neither appended nor made mention of. Any Terms and Conditions of the Buyer that conflict with, supplement, or deviate from these General Terms and Conditions shall not become part of the Agreement unless their application is expressly approved by Wurth (Vietnam) in writing.

2.2 The Price List and any quotation provided by Wurth (Vietnam) for the proposed supply of Goods or Services are invitations to treat only. The offers are subject to confirmation in writing and are non-binding unless they are expressly stated to be binding. Any quotation given by Wurth (Vietnam) shall be valid only for the period stated in the quotation (or, if none is stated, for 30 days from its date of issue).

2.3 Any General Terms and Conditions in Wurth (Vietnam)’s quotations form part of the terms, and if inconsistent with the terms, the terms of the quotation will prevail.

2.4 An agreement is accepted by Wurth (Vietnam) when Wurth (Vietnam) accepts in writing an order from the Buyer or provides the Buyer with the Goods or Services.

2.5 Wurth (Vietnam) has absolute discretion to refuse or to accept any offer.

2.6 Wurth (Vietnam) may vary these General Terms and Conditions by written notice to the Buyer at any time. Any variations will apply to orders placed after the date of notice.

### 3. Pricing

3.1 Prices quoted for the supply of Goods or Services, whether in a Price List, by written quotation, verbally or on the Wurth (Vietnam)'s website shall be exclusive of any applicable value added tax (VAT), which the Buyer shall pay in addition to the principal sum at the rate and manner prescribed by law.

3.2 The price of the Goods or Services shall be as set out in the order confirmation, or as otherwise agreed by Wurth (Vietnam) at the time of accepting the order; provided that Wurth (Vietnam) may in its discretion apply a reasonable additional charge for carriage of the Goods.

3.3 Wurth (Vietnam) reserves the right to increase the price of the Goods or delivery thereof to reflect any increase in cost to the Wurth (Vietnam) which is due to

(i) any external factor beyond the reasonable control of Wurth (Vietnam),

(ii) any request by Buyer to change the delivery date(s), quantities, types or specifications of Goods ordered,

(iii) any delay caused or requested by the Buyer relating to or affecting the cost of manufacture and/or delivery of the Goods, or (iv) failure of the Buyer to give Wurth (Vietnam) adequate or accurate information or instructions.

#### 4. Terms of Delivery

4.1 Unless otherwise requested in writing by the Buyer, Goods shall be delivered by Wurth (Vietnam) by normal commercial means to the address in Vietnam as stated in the Agreement or order confirmation. Delivery shall take place during normal business hours. Delivery shall occur at the point where the Goods first enter upon the Buyer's premises. It is the Buyer's responsibility to receive and unload the Goods promptly upon arrival at its premises.

4.2 Any dates quoted for the delivery of the Goods are an estimate only and not a contractual commitment. Wurth (Vietnam) shall use reasonable efforts to deliver the Goods on or before stated delivery dates; however, time for delivery shall not be of the essence of the Agreement, and Wurth (Vietnam) shall not be liable for any delay in delivery of the Goods however so caused.

4.3 Wurth (Vietnam) may make part delivery of Goods or provision of Services and Wurth (Vietnam) and invoice the Buyer for the Goods or Services provided.

4.4 The Buyer must pay for all costs associated with delivery, including all packaging, freight, insurance and other charges arising from the point of dispatch of the Goods to the Buyer's premises. 4.5 Where the Goods are to be delivered in instalments, failure by Wurth (Vietnam) to deliver any one or more of the instalments in accordance with these General Terms and Conditions, or any claim by the Buyer in respect of any instalment, shall not entitle the Buyer to cancel any other instalment.

4.6. The Buyer is liable for any additional freight and storage charges payable on demand.

4.7 If the Goods are to be delivered outside Vietnam, the Buyer shall be responsible at its own cost for complying with all applicable laws and regulations governing export or import of Goods and for obtaining all required export or import authorizations and paying all related taxes and duties.

4.8 An invoice/delivery note signed by the Buyer or its employee will be proof of delivery of Goods invoiced.

4.9 Special terms of delivery are subject to a particular written agreement by both parties.

## 5. Terms of Payment

5.1 The Buyer shall pay the full price of the Goods and Services including VAT to Wurth (Vietnam) after the invoice is issued (follow by contracted payment term)

5.2 The Supplier may require payment in full at the time of delivery directly or in advance of the Goods or provision of the Services.

5.3 Payment is deemed to be made by the Buyer:

(1) if bank transfer: on the date it is received by Wurth (Vietnam)'s bankers; and

(2) if cash: on the date it is received by Wurth (Vietnam); and

5.4 The time for payment is of the essence.

5.5 If the Buyer defaults in making payment to Wurth (Vietnam) in accordance with these General Terms and Conditions, then all money which would become payable by the Buyer to the Wurth (Vietnam) at a later date on any account, becomes immediately due and payable without the requirement of any notice to the Buyer and Wurth (Vietnam) may suspend supply of any further Goods or Services to the Buyer and terminate any uncompleted contract with the Buyer.

5.6 In case of payment defaults, Wurth (Vietnam) keeps the right to charge the Buyer for all losses, damages, claims, demands, costs and expenses (including without limitation all legal costs, collection agency costs and expenses) incurred by it.

## 6. Risk and Title

6.1 Risk in the Goods shall pass to the Buyer upon delivery to the Buyer.

6.2 Regardless of delivery and the passing of risk in the Goods, or any other provision of these conditions, the legal title in the Goods shall not pass to the Buyer until Wurth (Vietnam) has received payment in full for the Goods and any other Goods agreed to be sold by the Wurth (Vietnam) to the Buyer whether or not payment has become due.

6.3 Until such time as the legal title in the Goods passes to the Buyer, the Buyer shall keep the Goods separate and properly store, protect and insure such Goods so as to be identifiable as Wurth (Vietnam)'s property.

6.4 In the event of default of payment on the part of the Buyer, Wurth (Vietnam) is entitled to rescind the contract without prejudice to its other rights. The Buyer must immediately grant Wurth (Vietnam), or any third party commissioned by Wurth (Vietnam), access to the Goods that are subject to this retention of title clause, must surrender such Goods and inform Wurth (Vietnam) where these Goods are located.

## 7. Warranty Claims and Returns Policy

7.1 The Buyer must inspect the Goods immediately upon delivery and notify in writing Wurth (Vietnam) of any partial or incorrect deliveries, or non-delivery of the Goods within 24 hours of the delivery. If the Buyer fails to give that notice, then the Goods are deemed to have been accepted by the Buyer and the Buyer must pay for the Goods in accordance with the provisions of these General Terms and Conditions.

7.2 The Buyer must notify Wurth (Vietnam) of any defect or failure of the Goods, for which Buyer wishes to claim under Warranty, within 15 days of the delivery of the relevant Goods or, where the defect or failure was not apparent on reasonable inspection, within 30 days of the delivery of the relevant Goods. Failure by the Buyer to notify Wurth (Vietnam) of any defect or failure within the periods stated in this clause shall constitute a waiver by the Buyer (in respect of the Goods in question) of its rights under the Warranty and of any other claims based on or relating to such defects or failures.

7.3 If any shortages, claims for damaged Goods or non-compliance with the Agreement specifications are notified to and accepted by Wurth (Vietnam), Wurth (Vietnam) may have the option to provide credit for the returned Goods equal to the price charged.

7.4 Without prejudice to its rights under the earlier provisions of this clause, the Buyer shall have the right to return any item of Goods, under and in accordance with Wurth (Vietnam)'s returns policy, in all cases provided that:

(i) Purchaser notifies Wurth (Vietnam) within 15 days of delivery of the Goods.

(ii) all Goods must be returned to Wurth (Vietnam) unused and complete, in a saleable condition, in their original packaging, and together with all component parts and any promotional items received by Buyer at the time of purchase; and

(iii) this right shall not apply where notified by Wurth (Vietnam), or in the case of any Goods made to the Buyer's specifications, or as otherwise stated in Company's returns policy.

All returns falling within the above returns policy shall be organized and undertaken by the Buyer and at the Buyer's cost.

7.5 Prior to returning any Goods, the Buyer must obtain Wurth (Vietnam)'s written approval.

7.6 The Buyer must return the Goods to Würth (Vietnam) with handling costs, freight and cartage prepaid by the Buyer.

## 8. Product Liability

8.1 Under any circumstances, the Buyer may not modify the Goods and/or not modify or remove existing warnings about risks resulting from improper use of the Goods. If this duty is violated, the Buyer must internally indemnify and hold Würth (Vietnam) harmless from and against product liability claims of third parties to the extent that the Buyer is responsible for the defect giving rise to liability.

8.2 If a product defect of the Goods causes the Buyer to make a product recall or to issue a product warning, the Buyer shall assist Würth (Vietnam) and shall take all measures which have been ordered by Würth (Vietnam) and which the Buyer can reasonably be expected to perform. The Buyer is under obligation to bear the cost of the product recall or product warning to the extent that the Buyer is responsible for the product defect and the damage sustained. Further-reaching claims of the Buyer remain unaffected.

8.3 The Purchaser shall inform the Buyer without undue delay in writing of any risks in the use of the Goods and possible product defects of which the Buyer becomes aware.

## 9. Final Provision

9.1 The legal relations between Würth (Vietnam) and the Buyer shall be governed by the laws of the Socialist Republic of Vietnam.

9.2 The General Terms and Conditions are available in English and Vietnamese. In case of differences in interpretation and terminology, the English version shall prevail.

9.3 If any provision in these General Terms and Conditions is or becomes invalid or impracticable in whole or in part, or if these General Terms and Conditions contain a gap, this shall not affect the validity of the remaining provisions hereof. The invalid or impracticable provision shall be deemed replaced with such valid or practicable provision as comes closest to the purpose of the invalid or impracticable provision. In the case of a gap, such provision shall be deemed agreed upon as corresponds to what would have been agreed upon according to the purpose of these General Terms and Conditions if the contracting parties had contemplated the matter from the beginning.

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