

General Terms & Conditions of Sale and Delivery of Vishay Americas

1. PARTIES

The "Company" hereinafter references the seller being the titled name set out on the Quotation, Order Confirmation and/or Acknowledgement and Invoice, while the "Buyer" references the addressee set out on the said Quotation, Order confirmation and/or Acknowledgement and Invoice.

2. ACCEPTANCE

Along with the price, quantities, delivery schedule and other provisions set out in the Company's Quotations and Order Confirmations and/or Acknowledgements the following terms and conditions of sales apply. THE FOLLOWING TERMS AND CONDITIONS ARE AN INTEGRAL PART OF THE COMPANY'S INVOICE, QUOTATION AND ORDER CONFIRMATION AND/OR ACKNOWLEDGEMENT. ACCEPTANCE IS EXPRESSLY MADE SUBJECT TO THE TERMS AND CONDITIONS STATED IN THIS AGREEMENT. NONE OF THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT MAY BE ADDED TO, MODIFIED, SUPERSEDED OR OTHERWISE CHANGED EXCEPT IN WRITING. ALL ORDERS RECEIVED FROM BUYER BY THE COMPANY SHALL BE GOVERNED ONLY BY THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT REGARDLESS OF THOSE THAT MAY BE STATED ON BUYER'S PURCHASE ORDER, RELEASE OR OTHER DOCUMENT FOR PRODUCT OR SERVICE PURCHASE

3. DELIVERY

All products will be shipped in accordance with the terms of delivery agreed between the parties in an accepted purchase order as set out in the Company's Quotation and Order Confirmation or Acknowledgement. All shipments should be inspected by the Buyer immediately upon receipt and should there be evidence of damage or loss in transit, claims or tracers upon carrier must be filed by Buyer. The Company will assist in tracing shipments upon request. Any trade terms mentioned shall be interpreted in accordance with the Incoterms 2002 of the International Chamber of Commerce, unless otherwise specified in the Quotation and Order Confirmation and/or Acknowledgement.

4. WARRANTY AND REMEDIES

The Company hereby warrants that all products furnished under a Buyer's purchase order accepted by the Company shall conform to the design, specifications, drawings, samples or other description, the Company's published applicable standard quality level or as may be agreed to between the parties in an accepted purchase order or other documents referenced therein; shall be free from defects in material and workmanship; and that the Company has title to the products. This warranty does not extend to any product, which fails to operate because of misapplication or has been subject to misuse, neglect or accident or been repaired or substantially altered. Such warranties shall survive any inspection, delivery, acceptance or payment for one (1) year from date of delivery. PRODUCTS SOLD BY THE COMPANY ARE NOT RECOMMENDED FOR USE IN CRITICAL LIFE APPLICATION, OR LIFE SUPPORT SYSTEMS, UNLESS OTHERWISE STATED EXPRESSLY IN WRITTEN FORM TO THE BUYER. THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER STATUTORY, EXPRESS OR IMPLIED; AND THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE ARE HEREBY EXCLUDED. THE COMPANY'S OBLIGATION UNDER ANY PURCHASE ORDER IS LIMITED SOLELY AND EXCLUSIVELY TO REPAIR AND REPLACEMENT OF DEFECTIVE OR NONCONFORMING PARTS REPORTED IN WRITING WITHIN THE WARRANTY PERIOD. THE COMPANY SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGE WHETHER FOUNDED ON CONTRACT, TORT OR ANY OTHER

THEORY OF LAW, NOR FOR ANY DAMAGE THAT MAY BE CAUSED BY A DELAY IN DELIVERY. The repair or replacement of product by the Company will be at no charge to the Buyer, F.O.B. destination, but is conditioned upon the Company's receipt of written notice of any alleged defect or non-conformance promptly upon discovery. No product shall be returned to the Company without its prior written consent. The warranty extends directly to the Buyer and not to Buyer's customers, agents or representatives.

5. OWNERSHIP OF SPECIAL ITEMS

Payment by the Buyer for charges, regardless of form, related to tools, dies, jigs, fixtures and/or equipment used specially for the production of its order will not convey ownership to the Buyer of such items, unless specifically agreed upon in an acknowledgement or other document in writing signed by the Company.

6. PRICES & TAXES

The prices set forth in this quote or acknowledgement, as applicable, supersede all previous prices or quotations. All quotations are in effect for a period of thirty (30) days, except as may be specifically noted on the face of the quotation. The prices show will not include sales, excise or other government charges payable by the Company to Federal, State or local authority. Any such tax, duty or charges now or hereafter imposed upon the sale or shipment of the product to the Buyer will be added to the purchase price. Buyer agrees to reimburse the Company for such tax or charge or provide the Company with an acceptable exemption certificate. It is fully understood that it is a matter of principle to the agreement that, unless expressly stated otherwise, the prices specified reflect a standard allocation of risk provided by the limited remedies and limitations of liability set forth here. Any modification of the allocation of risk would affect the prices. Failure of any limited remedy in the Terms and Conditions to fulfill its essential purpose shall not be ground to set aside the limitations of the Company's liability.

7. PAYMENT

Payment shall be Cash on Delivery (COD) unless other payment terms have been agreed in writing between the parties prior to the sale. The Company may charge interest on any over payment and if so, at a rate of 18% per annum, with a minimum of 1.5%. If due to Buyer's failure to pay when payments are due, the Company would incur exchange rate losses, which it would not have incurred when payment would have been made in time, the Company shall be entitled to an equivalent compensation from the Buyer for such losses.

If at any time the financial condition of the Buyer so warrants, or if the Buyer fails to make payment when due, or defaults in any way, the Company may either alter the terms of payment, suspend credit and withhold further shipment or pursue any remedies available at law or under this agreement. In such event, the Company will be entitled to compensation from the Buyer for its reasonable expenses, including attorney's fees.

8. DELIVERY RESCHEDULING

The Company will exercise reasonable business practice to meet the delivery date(s) set forth on the front or as otherwise agreed, provided the Buyer has given all shipping information sufficiently prior to the shipment date(s). If Buyer is not ready to accept delivery, then the Company reserves the right to deliver the products in consignment at Buyer's cost. The Company may under- or over-ship deliveries to a maximum of two percent (2%)

of the quantity of any purchase order line item. Rescheduling requests are subject to Seller's rescheduling policy. The Company's minimum order quantities (MOQ) shall apply. In the event of shortages, the Company may allocate available products among its customers.

9. CANCELLATION

Buyer may cancel its order or any part thereof, by sending written notice of cancellation to the Company and paying a reasonable cancellation fee. The reasonable cancellation fee will reflect among other factors, the expenses already incurred and commitments made by the Company, sales and administrative cost and profit as determined by the Company. If Buyer received a reduced price based on quantity of products ordered, but has not purchased the applicable quantity at the time of cancellation, Buyer will pay the difference between the price Buyer paid and the price it would have paid had Company's prices been based on the quantity actually purchase.

10. CHANGES

If Buyer makes any changes in its drawings, designs or specifications applicable in any resulting contract that causes an increase or decrease in the cost of performance of the contract, or if such changes result in rework or obsolescence, an equitable adjustment shall be made to the affected contract. The Company may make changes in design, material or processes used in the manufacture or assembly of its product with reasonable notice to the Buyer or responsibility to change or replace product manufactured or assembled prior to such change.

11. EXCUSABLE DELAY

The Company shall under no circumstances be responsible for failure to fill any order or orders when due to fires; floods, riots; wars; strikes; freight embargoes or transportation delays; shortage of labor; inability to secure fuel, material, supplies, or power at current prices or on account of shortages thereof; act of God or of the public enemy; any existing or future laws or acts of the Federal or of any State Government (including specifically but not exclusively any orders, rules or regulations issued by any official or agency of any such government) affecting the conduct of the Company's business with which the Company in its judgment and discretion deems it advisable to comply as a legal or patriotic duty; or to any cause beyond the Company's reasonable control. The Company shall inform the Buyer on the occurrence of such failure and the estimated duration as soon as possible. In the event the suspension has lasted for five (5) consecutive months, either party is entitled to terminate as far as the suspended agreement without being held liable to any indemnity whatsoever towards the other party.

12. PATENTS

The Company shall defend all suits or proceedings brought against Buyer or its customers arising from claimed infringements of any patent, trademark, service mark or copy right for any product furnished by the Company under this contract where such claim is based solely on the Company's product and not its use in combination. The Company shall indemnify Buyer against all costs fees, and damages. This is on the condition that the Buyer promptly notifies the Company in writing, allows the Company to assume the defense and provides information and assistance (at the Company's expense) for such defense.

13. PROPRIETARY INFORMATION AND PUBLICITY

Except where intended to serve as instructions for use or advertising matter, all technical information in relation to the Company's products and their maintenance remains the Company's property and may without its consent not to be utilized or copied, reproduced, transmitted or communicated to third parties. Illustrations, catalogues, colors, drawings, dimensions, statements of weight and measurements and media presentations made available by the Company are only meant to present a general idea of the products to which they refer; they are approximate only and therefore not binding upon the Company. Neither party shall, without the other party's prior written consent, use the other party's name or trademark as such and/or use same in connection with any advertisement or sales literature.

14. ASSIGNMENT

This agreement shall be binding upon and inure to the benefit of the successors and assigns of the Company but shall not be assignable by the Buyer voluntarily or involuntarily without the written consent of the Company.

15. SEVERABILITY

In the event that any provision(s) of the agreement shall be held invalid or unenforceable by a court of competent jurisdiction or by any future legislative or administrative action, such holding or action shall not negate the validity or enforceability of any other provisions hereof.

16. WAIVER

The failure on the part of either party to exercise, or any delay in exercising, any right or remedy hereunder shall not operate as a waiver thereof; nor shall any single or partial exercise of any right or remedy hereunder preclude any other or future exercise thereof or the exercise of any other right or remedy granted hereby or by any related document or by law.

17. SET OFF

The Buyer hereby waives any and all rights to offset existing and future claims against any payments due for products sold hereunder or under any other agreement that the Buyer and the Company may enter into and agrees to pay the amounts due regardless of any claimed offset which may be asserted by the Buyer or on its behalf.

18. APPLICABLE LAW

This document and any resulting contract shall be governed by and construed in accordance with the laws of the State or Country of the Company as set out in the preamble, exclusive of its choice of law rules and the UN convention for the International Sales of Goods.

19. MODIFICATION

The aforesaid terms and conditions along with the prices, quantities, delivery schedules and other provisions and instructions on the written Quotation and Order Confirmation and/or Acknowledgement document shall constitute the entire agreement between the Company and Buyer pertaining to any resulting contract. They can only be modified in writing.