

# Procurement Terms and Conditions

All goods and services procured by Littelfuse, Inc. (the "Littelfuse") shall be in accordance with the following terms and conditions unless otherwise stated in writing:

**ACCEPTANCE** - This Purchase Order is Littelfuse's offer to the selling entity named on the face hereof (the "Seller") and shall become a binding contract on these terms and conditions upon the earlier of: (i) Seller's acknowledgement or (ii) by Seller's full or partial performance under this order. This Purchase Order shall not impose any obligation of exclusivity on Littelfuse to purchase only from Seller goods and services similar or identical to those purchased hereunder. This Purchase Order is neither a requirements nor an output contract.

**COMPLETE AGREEMENT** - This Purchase Order and the terms and conditions herein shall constitute the complete agreement between the parties and may not be altered or modified except in writing duly executed by each party. No terms and conditions stated in or attached to Seller's communications to Littelfuse, including but not limited to acknowledgements or invoices, are applicable to this Purchase Order in any way and are not to be considered Seller's exceptions to the provisions of this Purchase Order. Trade custom, trade usage and past performance are superseded by this Purchase Order and shall not be used to interpret this Purchase Order.

**CHANGES** - Littelfuse at any time shall have the right to make changes to its order, including, without limitation, in the quantities, specifications or delivery schedule. In the event of any such change, no additional charge will be allowed unless authorized by Littelfuse's written consent. Information, such as technical direction or guidance provided to Seller by representatives of the Littelfuse in connection with the Seller's performance of this Purchase Order, shall not be construed either as a change within the meaning of this provision or as direction to proceed outside the scope of this Purchase Order.

**CANCELLATION** - Littelfuse reserves the right to cancel this Purchase Order in whole or in part upon written notice to Seller, without liability to Littelfuse. Cancellation shall not have the effect of waiving damages the Littelfuse might otherwise be entitled to.

**PACKING & SHIPPING** - No change shall be allowed for handling, packing, packaging or storage without written permission of Littelfuse. Goods shall be packaged in a method to preserve and protect from damage and/or degradation. All goods are to be suitably prepared for shipment by Seller in accordance with acceptable commercial practices. Seller shall cause the goods to be labeled and shipped to conform to all requirements of federal, state and local laws, including, without limitation, the marking of the country of manufacture of the product, in a conspicuous place as legibly, indelibly, and permanently as the nature of the article (or container) will permit. Seller shall identify Littelfuse's purchase order number on Seller's invoice, packing list, bill of lading or on any packages. Seller shall attach an invoice to all shipments, in addition to

forwarding a copy of such invoice to Littelfuse.

**IMPORT; EXPORT; CUSTOMS** - For each shipment where products are sourced from outside the customs territory of the United States, Littelfuse shall have the option of being the Importer of Record. In such case, Seller shall furnish promptly all information and documents required for customs drawback purposes, properly completed in accordance with government regulations applicable thereto. Seller shall furthermore, at its expense, provide all information necessary (including written documentation and electronic transaction records) relating to the products, tooling and equipment necessary for Littelfuse to fulfill any customs-related or other governmental agency-related obligations, origin marking or labeling requirements and certification or local content reporting requirements, to enable Littelfuse to claim preferential duty treatment at the time of entry for products, tooling and equipment eligible under applicable trade preference regimes, and to make all arrangements that are necessary for the products to be covered by any applicable duty deferral or free trade zone program(s) of the country of import. Seller shall, at its expense, provide Littelfuse with all documentation to enable the products to be exported, and obtain all export licenses or authorizations necessary for the export of the products, tooling and equipment, in which event Seller shall provide all information as may be necessary to enable Littelfuse to obtain such licenses or authorization(s). Credits or benefits resulting or arising from any order, including trade credits, export credits or the refund of duties, taxes or fees, shall belong to Littelfuse.

Seller hereby agrees to comply with the security recommendations of the U.S. Bureau of Customs and Border Protection's Customs-Trade Partnership Against Terrorism (C-TPAT) program. Seller is responsible for any incorrect information provided by Seller or any noncompliance with the U.S. Customs Regulations by Seller that results in penalties and/or additional duties for Littelfuse. Seller shall share with Littelfuse any audit or inspection information related to C-TPAT inspection and/or validation at Seller's location.

**DELIVERY - TIME IS OF THE ESSENCE** for delivery to Littelfuse hereunder. Seller shall promptly provide written notification to Littelfuse of any possible or actual delay in performance hereunder and shall provide all relevant information concerning the cause for such delay. In no event, however, shall such notice relieve Seller of its obligations under this Purchase Order. Deliveries shall be strictly in accordance with the schedule set out or referred to in the Purchase Order and in the exact quantities ordered. In no event shall Littelfuse shall not be liable for any excess goods shipped by Seller. Littelfuse reserves the right at Seller's expense to return goods shipped not in accordance with Littelfuse's order set forth on the face hereof.

**INSPECTION** - Seller will participate in Littelfuse's supplier quality and development program(s) and comply with all engineering release and validation requirements and procedures, including Littelfuse's production part approval processes, which Littelfuse specifies from time to time. All goods shipped by Seller shall be subject to inspection and testing by Littelfuse prior to acceptance and payment of the purchase price therefore. Any goods requiring installation shall not be deemed finally accepted until Littelfuse has completed installation thereof. Seller will permit Littelfuse and its designees to enter Seller's facilities at reasonable times to inspect such facilities and any goods, inventories, work-in-process, materials, equipment, tooling and other items and processes related to Seller's performance of this Purchase Order. Product warranties shall survive any testing, inspection, delivery, payment, and acceptance of any goods by Littelfuse.

**RETURNS** - If Littelfuse is not satisfied with any product for any reason during the sixty (60) days following Littelfuse's receipt thereof, Littelfuse may return the product to Seller for a full refund of the purchase price without any restocking or other fee.

**WARRANTY** - Seller hereby warrants to Littelfuse that, for the longer of (i) the warranty period generally offered by Seller to the purchasers of the product; or (ii) eighteen (18) months following Littelfuse's acceptance of each product (the "Warranty Period"), such product shall: (i) be fit for its intended purpose; (ii) be free from defects in materials, workmanship, and design; and (iii) operate in conformity with the performance, functionality, and other specifications contained in Documentation (collectively, the "Product Warranty"). The Product Warranty shall survive the termination and expiration of the Warranty Period with respect to any claim made by Littelfuse prior to such termination or expiration. Notwithstanding anything contained herein to the contrary, Littelfuse may, at its option, assign or otherwise transfer pr pass-through the Product Warranty, in whole or in part, on any particular product(s) to any of Littelfuse's customers; whereupon (i) such customer may enforce such Product Warranty against Seller on, in, and for such customer's own behalf, name, and benefit, and (ii) Littelfuse may enforce such Product Warranty against Seller on, in, and for Littelfuse's or such customer's behalf, name, or benefit.

In addition to the Product Warranty provided herein, Seller hereby represents and warrants to Littelfuse that: (i) the products are in compliance with all applicable laws, treaties, rules, regulations, conventions and standards in the countries for which they are designed for use; and (ii) the products to be manufactured hereunder (whether by Seller or third party manufacturers) will be manufactured in compliance with the wage and hour laws of the country of manufacture and without the use of child, prison or involuntary labor

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**PROPRIETARY RIGHTS** – Seller agrees that Littelfuse's designs, specifications, formulas, and manufacturing information are proprietary data and shall not be disclosed to others or utilized for purposes other than those intended hereunder. Seller shall return all proprietary data and copies thereof to Littelfuse upon completion of Seller's obligations hereunder or upon Littelfuse's request at any earlier time. All shop drawings, patterns, tools (if such tools are useful only to produce goods ordered), or other items made preparatory to production of any goods purchased hereunder are Littelfuse's property and upon demand shall be delivered to Littelfuse.

**PRICING** – This Purchase Order must not be filled at prices higher than last quoted by Seller without Littelfuse's written consent. Seller represents that the prices to be paid or otherwise charged to Littelfuse are not any higher than the lowest price for such goods or services offered by Seller to any other of its customers. Littelfuse shall not be billed for, nor shall Littelfuse have any obligation to pay, any charge or amount not specifically authorized with this Purchase Order. Seller shall be responsible for and pay all federal, state, and local sales, use, income, excise, property, employment, and other taxes similar to, or differing from, any of the foregoing, incurred or levied on or in connection with the manufacture of goods, provision of services, or relating to Seller's own property. Littelfuse shall be responsible only for taxes arising from its ownership of the goods. Seller agrees to indemnify Littelfuse against any loss, liability or expense resulting from Seller's failure to pay such taxes, fees, duties, assessments, charges or conditions.

**HAZARDOUS MATERIALS** – Seller shall notify Littelfuse in writing upon acceptance of this Purchase Order if goods furnished are subject to laws or regulations relating to hazardous or toxic substances, or when disposed of, to regulations governing hazardous wastes, or any other applicable environmental, health, or safety laws or regulations. Instruction for handling, warnings, and material safety data sheets shall be provided with each shipment. Seller shall submit to Littelfuse with each shipment, a copy of all relevant MSDS sheets.

**PAYMENT** - Payment by Littelfuse hereunder shall not be deemed an acceptance of the goods, or work, performed hereunder by Seller. Littelfuse shall have the right to withhold payment of any amount due to Seller that Littelfuse disputes in good faith, which shall not constitute a material breach of Littelfuse's payment obligations. All refunds and other amounts due Littelfuse hereunder shall be remitted to Littelfuse within thirty (30) days of the date on which they accrue.

**TITLE** – Seller warrants full and unrestricted title for all goods and/or related services furnished by Seller hereunder, free and clear of any and all liens, restrictions, reservations, security interests, and encumbrances. Care,

custody and control of such goods remain with Seller until such time as Littelfuse takes physical possession or otherwise agrees in writing. Seller shall carry on its work and manufacture of goods at its own risk until the goods are fully completed and accepted by the Littelfuse. In the case of any accident, destruction or injury to the goods before the final completion and acceptance, Seller shall repair or replace such goods at its own expense and to the Littelfuse's satisfaction.

**INDEMNITY & INSURANCE** – Seller shall defend, indemnify and hold harmless Littelfuse, its parents, affiliates, and each of their respective directors, officers, employees, shareholders and agents and all of their respective successors and permitted assigns (the "Littelfuse Indemnified Parties"), from and against any and all claims, actions, liabilities, losses, damages, costs and expenses (including, but not limited to, interest, penalties, reasonable attorneys' fees and other expenses of litigation) and causes of action of whatsoever kind which may be incurred by, asserted against, or recoverable from any Littelfuse Indemnified Party arising out of or relating to any of the following: (i) damage to, destruction of, or loss of property or the injury to or death of any person arising out of or in connection with Seller's performance of its obligations hereunder; (ii) the negligent or wrongful acts or omissions of Seller or its personnel; or (iii) any claim made by a third party based upon infringement or misappropriation of any intellectual property right, other proprietary right or contractual right in connection with the products or services provided by Seller hereunder.

**INSURANCE** - Seller agrees to maintain comprehensive general liability and product liability insurance, including property damage coverage, in an amount and form satisfactory to Littelfuse. Upon request, Seller shall provide Littelfuse with certificates evidencing that such insurance is being maintained.

**COMPLIANCE WITH LAWS** – Seller, in its performance hereunder, shall comply with all applicable federal, state, county, and municipal statutes, laws, regulations, codes, standards, ordinances and orders, including, without limitation, laws and regulations related to restrictions on the use of certain hazardous substances in electrical and electronic equipment, such as RoHS, REACH, WEEE, etc.

**ASSIGNMENT** – Seller acknowledges that the goods and/or services to be provided to Littelfuse hereunder are unique and personal. Accordingly, Seller shall not assign this Purchase Order or any rights hereunder without the prior written consent of Littelfuse. Any attempted assignment without such written consent shall render this Purchase Order null and void.

**WAIVER** – No failure to exercise, and no delay in exercising, on the part of Littelfuse any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right, power

or privilege hereunder preclude further exercise of the same right, power or privilege.

**VALIDITY OF PROVISIONS** – In the event any provision or any part or portion of any provision of this Purchase Order shall be held to be invalid, void or otherwise unenforceable, such holding shall not affect the remaining part or portions of that provision, or any other provision hereof.

**JURISDICTION AND DISPUTES** – This Purchase Order shall be governed in accordance with the law of the State of Illinois, without regarding to the conflicts of laws principles thereof. The parties hereby acknowledge that the rules of the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply hereto and shall not be used for interpretation of the sale of goods hereunder.

**NO PUBLICITY** - Except as specifically authorized in writing by Littelfuse's Media Relations Office, Seller shall not publicly disclose (in any press release, customer list or otherwise) that it is selling Products to, or performing services for, Littelfuse.

Revised February, 2009. This revision supersedes all previous revisions and versions.