

Littelfuse Purchasing Terms and Conditions

These terms and conditions ("Terms") shall apply to all goods and services procured by Littelfuse, Inc., and/or its indirectly or directly owned subsidiaries ("Littelfuse"), whether by purchase order or contract and shall be in accordance with the following terms and conditions unless otherwise stated in writing:

ACCEPTANCE - The purchase order or contract is Littelfuse's offer to the selling entity named on the face thereof ("Seller") and shall become a binding contract under the terms and conditions herein upon the earlier of: (i) Seller's acknowledgement, or (ii) Seller's full or partial performance under the purchase order or contract. There is no obligation for Littelfuse to purchase goods and/or services exclusively from Seller. The purchase order or contract is neither a requirements nor an output contract.

COMPLETE AGREEMENT - The purchase order or contract and the Terms herein shall constitute the complete agreement between the parties and may not be altered or modified except in writing duly executed by authorized representatives of 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 valid in any way and are not to be considered Seller's exceptions to the provisions of these Terms. Trade custom, trade usage and past performance are superseded by the Terms herein and shall not be used to interpret the Terms.

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

ETHICS – Littelfuse suppliers are expected to conduct their business in an ethical manner and to act with the highest standards of integrity in all business interactions. Suppliers shall have a zero-tolerance policy to prohibit any and all forms of bribery, corruption, extortion, money laundering and embezzlement. All business dealings should be transparently performed and accurately reflected on the supplier's business books and records. Monitoring and enforcement procedures shall be implemented to ensure compliance with anti-corruption laws.

PACKING & SHIPPING – No change shall be allowed for handling, packing, packaging or storage without written permission of Littelfuse. Goods shall be packaged in a manner that preserves and protects 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 in accordance with the Littelfuse requirements found in the Supplier Quality Manual available online at www.littelfuse.com and to otherwise conform to all requirements of federal, state and other laws and regulations, 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 each shipment, in addition to forwarding a copy of such invoice to Littelfuse. Unless otherwise requested by Littelfuse, all products shall be shipped to Littelfuse DDP (Incoterms 2010) to Littelfuse's requested delivery destination, with all freight charges prepaid by Seller. If so requested by Littelfuse on an order

by order basis, Seller shall ship the Products FCA (Incoterms 2010) using Littelfuse's designated carrier, in which event Littelfuse shall pay the shipping costs directly to the carrier.

IMPORT; EXPORT; CUSTOMS - For each shipment that Littelfuse receives from a territory outside the customs territory of the receiving location, 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, or IATA's DGR (Dangerous Goods Regulations) certification and its proper package, 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 in Littelfuse's sole opinion 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 criteria, guidelines, conditions and programs of customs and border protection authorities, including the U.S. Bureau of Customs and Border Protection's Customs-Trade Partnership Against Terrorism (C-TPAT) and the EU Customs authorities' Authorised Economic Operator (AEO) program. Seller is responsible for any information provided by Seller or any noncompliance with customs rules and regulations that results in penalties, additional duties and/or costs for Littelfuse. Seller shall share with Littelfuse any information related to inspection and/or validation of Seller by customs and border protection authorities.

Seller agrees to hold harmless and indemnify Littelfuse, its directors, officers and employees against all damages, losses, claims, penalties, judgments, liabilities and expenses which any of them may pay or incur arising out of this Purchase Order, including but not limited to all representations made by Seller with respect to documentation or other Customs or Governmental requirements with regard to entry requirements, classification, valuation, preferential treatment, duty drawback or trade terms.

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 the purchase order or contract. Deliveries shall be strictly in accordance with the schedule set out or referred to in the purchase order or contract and in the exact quantities ordered. In no event shall Littelfuse 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.

QUALITY REQUIREMENTS - Seller will comply with the Littelfuse

Supplier Quality Manual, available at www.littelfuse.com. Seller will further 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 products and services provided by Seller shall at Littelfuse's discretion be subject to inspection and testing by Littelfuse or its designee. Any products and services 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 no cost and at reasonable times to inspect such facilities and any goods, services, inventories, work-in-process, materials, equipment, tooling and other items and processes related to Seller's performance of the purchase order or contract. 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 that, for the longer of (i) the warranty period generally offered by Seller to purchasers of the product or service; or (ii) thirty-six (36) months following Littelfuse's acceptance of each product (the "Warranty Period"), such product or service shall: (i) be fit for its intended purpose; (ii) be free from any defect; and (iii) operate in conformity with the performance, functionality, and other specifications contained in documentation issued by Seller with the product or service (collectively, the "Product Warranty"). The Product Warranty shall survive the expiration of the Warranty Period in case a claim was made by Littelfuse or a Littelfuse customer prior to such expiration. Notwithstanding anything contained herein to the contrary, Littelfuse may, at its option, assign

or otherwise transfer or pass-through the Product Warranty, in whole or in part, on any particular product or service 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 that: (i) its products and services are in compliance with all applicable laws, treaties, rules, regulations, conventions and standards in the countries in which they are used; and (ii) its products and services have been manufactured (whether by Seller or third party manufacturers) in compliance with the wage and hour laws of the countries of manufacture and without the use of child, prison, involuntary labor or other unlawful labor practices.

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, information and copies thereof to Littelfuse upon completion of Seller's obligations or upon Littelfuse's request at any earlier time. All drawings, patterns, tools (if such tools are used or able to be used with products and/or services ordered by Littelfuse), or other items made preparatory to production of any products and/or services purchased hereunder are Littelfuse's property and upon demand shall be delivered to Littelfuse.

PRICING – The purchase order or contract 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 under the purchase order or contract. Seller shall be responsible for and pay all federal, state, national and local sales, use, income, excise, property, employment, and other taxes incurred or levied on or in connection with the manufacture and/or provision of products and/or services, or relating to Seller's property. Littelfuse shall be responsible only for taxes arising from its ownership of products and/or services delivered by Seller. Seller agrees to indemnify Littelfuse against any loss, liability or expense resulting from Seller's failure to pay taxes, fees, duties, assessments, charges or conditions.

HAZARDOUS MATERIALS – Seller shall notify Littelfuse in writing upon acceptance of the purchase order or contract 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 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 - Standard payment terms are net 90 days unless otherwise specified in the purchase order or contract. Payment by Littelfuse hereunder shall not be deemed an acceptance of the products and/or services or any 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 to Littelfuse hereunder shall be remitted to Littelfuse within thirty (30) days from the date on which they accrue.

TITLE – Seller warrants full and unrestricted title for all products and/or 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 products and services remains with Seller until such time that Littelfuse takes physical possession or otherwise if agreed by Littelfuse in writing. Seller shall carry on its work and manufacture of products and services at its own risk until the products and/or services are fully completed and accepted by Littelfuse. In the case of any accident, destruction, damage or injury to products and/or services before the final completion and acceptance, Seller shall repair or replace such products and/or services at its own expense and to Littelfuse's satisfaction.

CANCELLATION – Littelfuse, at its convenience, may terminate the purchase order or contract in whole or in part at any time by written notice to Seller, without liability to Littelfuse. Upon receipt of such notice, Seller will immediately proceed with the following actions: (a) stop performing services if and as specified in Littelfuse's written notice; (b) place no further subcontracts or orders except as necessary to complete the non-terminated portion of the purchase order or contract; and (c) comply with instructions of Littelfuse's written notice and any subsequent notices. Littelfuse may at its discretion make an equitable payment to Seller for any services already performed. Termination shall not have the effect of waiving any claims or rights to damages that Littelfuse might otherwise be entitled to.

DEFAULT – Littelfuse may by written notice of default to Seller, terminate the purchase order or contract in whole or in part (such termination, a "termination for default") if Seller in Littelfuse's sole opinion; (1) fails to deliver goods or services within the time specified in the purchase order or contract or any extension issued in writing by Littelfuse; (2) fails to make progress, resulting in an endangerment of the performance of the purchase order or contract; (3) fails to comply with or perform any of the provisions of the purchase order or contract; (4) files a

petition in bankruptcy, is declared bankrupt, becomes insolvent, makes an assignment for the benefit of creditors or is liquidated or placed in receivership. Littelfuse's rights to terminate the purchase order or contract pursuant to (1) and (2) above may be exercised if Seller does not cure such failure within 10 days after the notice is sent from Littelfuse specifying the failure. If Littelfuse terminates the purchase order or contract in whole or in part for default, it may acquire, under the terms and in the manner Littelfuse considers appropriate, products or services similar to those terminated, and Seller will be liable to Littelfuse for any excess costs of such products or services. If the purchase order or contract is terminated for default, Littelfuse may require Seller to transfer title and deliver to Littelfuse, as directed by Littelfuse, any (1) completed products and/or services, and (2) partially completed products and/or services that Seller has specifically produced or acquired for the terminated portion of the purchase order or contract. Upon direction of Littelfuse, Seller will also protect and preserve property in its possession in which Littelfuse has an interest. Littelfuse will pay the purchase order or contract price for completed products and/or services accepted by Littelfuse. Seller and Littelfuse will agree on the payment for uncompleted products and/or services that Littelfuse has directed to be delivered to Littelfuse. Littelfuse may withhold from these amounts any sum for damages and losses incurred by Littelfuse. If after termination for default, it is determined that Seller was not in default, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Littelfuse under the Cancellation section herein. The rights and remedies of Littelfuse in this Default section are in addition to those provided by law or under the purchase order or contract.

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 national and other jurisdictional (e.g. European Union, local) 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.

CONFLICT MINERALS - Article 1502 of US Dodd-Frank Wall Street Reform and Consumer Protection Act: Littelfuse fully understands the importance of the issue of Conflict Minerals to its customers and is committed to supply chain initiatives and overall corporate social responsibility that work towards a conflict free supply chain. Sellers to Littelfuse are required to take appropriate due diligence to identify their supply chain and the associated country of origin for minerals known to directly or indirectly finance or benefit armed militant groups in the Democratic Republic of Congo or adjoining countries. Upon request, Littelfuse expects Seller to disclose the details of their conducted due diligence and only source minerals from responsible sources.

ASSIGNMENT – Seller acknowledges that the products and/or services to be provided to Littelfuse hereunder are unique and personal. Accordingly, Seller shall not assign purchase order or contract or any rights thereunder without the prior written consent of Littelfuse. Any attempted assignment without such written consent shall render the purchase order or contract 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 the purchase order or contract 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 – The purchase order or contract shall be governed by (a) the laws of the State of Illinois, without reference to conflict of law principles, when the purchaser is Littelfuse, Inc. or one of its subsidiaries incorporated in one of the States of the United States of America, and (b) the laws of the country of the subsidiary's incorporation, when the purchaser is a Littelfuse, Inc. subsidiary incorporated outside of the United States. 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 Corporate Communications, Seller shall not disclose (in any press release, customer list or otherwise) that it is selling products and/or services to, or performing services for, Littelfuse.

HEADINGS – Section headings used herein are included for convenience of reference only and shall not affect the interpretation of these Terms.

Revised February 8, 2018. This revision supersedes all previous revisions and versions.