

## **Littelfuse Terms and Conditions of Sale**

### **1 Subject Matter**

These Terms and Conditions of Sale (the "Terms") apply to the sale of Littelfuse products and services ("Products"). Littelfuse and Customer are hereinafter jointly referred to as the "Parties", and each of them individually as a "Party".

### **2 Offer and Agreement**

Customer's orders take effect if confirmed in writing by an authorized representative of Littelfuse. Any orders or specific terms accepted by representatives of Littelfuse are solely valid if agreed in writing by an authorized representative of Littelfuse. Terms and conditions stated in or attached to Customer's order or other communications to Littelfuse are not valid.

### **3 Prices and Payment**

- 3.1 All prices are net, FCA and shall be exclusive of sales tax including VAT and any other levies imposed.
- 3.2 Littelfuse reserves the right to make price adjustments for each delivery or parts thereof in case of an increase of costs due to collective wage agreements, increasing market prices, exchange rate fluctuations, taxes or other charges, which have influence on the total costs of Products. All prices are subject to adjustment on account of specifications, quantities, shipment arrangements or other terms and conditions, which are not part of the original price quotation. If the prices are based on the purchase of a particular quantity of Products and Customer fails to purchase that quantity which would justify the pricing granted, Littelfuse shall have the right, in addition to any other remedies at law or equity, to recover from Customer the difference between the stated price and Littelfuse's standard prices for such Products in the quantity actually purchased by Customer.
- 3.3 Payment shall be due and payable by electronic transfer (preferred) or Customer's company check in the amounts and by the dates specified in Littelfuse's invoices without setoff of any kind. Any amount not paid when due shall accrue interest at a rate of the lesser of 1.5% percent per month or the highest rate allowed by law.
- 3.4 If Customer doesn't meet its payment or other obligations, Littelfuse is entitled to suspend delivery of Products.

### **4 Solvency.**

Customer represents that it is solvent, able to pay its debts when they become due and is in sound financial condition. In the event Customer becomes insolvent, is unable to pay its debts as they become due, has an adverse change in its financial condition or if Customer fails to comply with the payment terms set forth herein, or if Littelfuse has cause to believe that any such event has occurred, regardless of the accuracy of Littelfuse's belief, Littelfuse, at its option, may (i) demand payment in full prior to shipment or upon delivery; (ii) terminate orders without liability; or (iii) have returned any or all of the Products which have been delivered to Customer but not paid for.

## **5 Terms of Delivery**

- 5.1 Unless otherwise agreed to by Littelfuse in writing, all shipments of Products are made FCA Littelfuse's warehouse (Incoterms 2020). Littelfuse reserves the right to make delivery in installments and to invoice such shipments when shipped. Delivery of Products by or on behalf of Littelfuse to a carrier, agent for shipment or such other party as Customer shall designate, shall be deemed delivery thereof to Customer. Thereupon, risk of loss of such Products, including damages or theft in transit, transfers to Customer, regardless of freight payment terms and whether a shipping agent has been specified by Customer.
- 5.2 On Products classified as non-standard (units fabricated to customer requirements, drawings, specifications or design as contrasted to standard items offered by Littelfuse for general sale), Littelfuse reserves the right to fabricate the entire quantity ordered in one production run, also if shipments are made in accordance with Customer's requested delivery schedule.
- 5.3 Customer shall inspect the Products upon delivery and shall notify Littelfuse within ten (10) days of any damage, defect or under-shipment by Littelfuse.
- 5.4 Any Product shall be returned to Littelfuse solely upon assignment of a Return Merchandise Authorization (RMA) number by Littelfuse. Any Product returned to Littelfuse without an RMA Number will be refused and returned to Customer at Customer's expense. Returns will not be accepted by Littelfuse for any reason other than for: (i) verifying claimed Product defects or damage within the warranty period, or (ii) mishandled shipments directly caused by Littelfuse. Return requests involving mishandled shipments must be brought to Littelfuse's attention within five (5) days of the ship date. Littelfuse reserves the right to reject any request regarding mishandled shipments submitted more than five (5) days after the ship date.

## **6 Warranty**

- 6.1 Littelfuse warrants that the Products are free from defects in workmanship and title (*Sach- und Rechtsmängel*).
- 6.2 Littelfuse warrants that Products comply with the specifications defined in data sheets provided by Littelfuse to Customer from time to time or downloadable from Littelfuse's website. Except as herein stated, Littelfuse makes no warranties, express or implied, including but not limited to merchantability, fitness for any particular use or purpose or noninfringement of third party rights. Customer must independently evaluate the suitability of and test each Product selected for its own applications.

Littelfuse does not assume any responsibility for Customer's use of the Products other than in accordance with Littelfuse data sheets. For the avoidance of doubt: Customer cannot derive any rights from deviations from downloadable data sheets, whether in the form of promises, assurances, drawings or deviating term sheets, unless confirmed in writing by an authorized representative of Littelfuse.

- 6.3 The warranty period is twelve (12) months following delivery of the Products to Customer (the "Warranty Period").

For the avoidance of doubt, warranty claims covering damage to life, body or health, resulting from intent or gross negligence or a breach of essential contractual obligations are subject to the applicable statutory warranty period.

- 6.4 All claims for alleged defects in Products shall be made in writing and delivered to Littelfuse within the Warranty Period. In case of obvious defects of Products, the Customer shall notify Littelfuse thereof within two (2) weeks following delivery of the Products to the Customer. If this notification period is not adhered to, the Customer can no longer assert a warranty claim because of these obvious defects.
- 6.5 In case of defective Products Littelfuse can choose whether to repair or replace the defective Products.  
If repair or replacement of the defective Product has not been successful within a reasonable period following Littelfuse's receipt of the Customer's warranty claim, Customer is entitled to either rescind from that purchase or claim a reasonable reduction of the purchase price.

## **7. Liability**

- 7.1 Littelfuse is liable towards Customer for any damage to life, body or health, unless this damage is caused by Littelfuse *not* acting negligently or deliberately.
- 7.2 Littelfuse is liable for damages which have been caused by its gross negligence or wilful misconduct. For the avoidance of doubt, limitations of liability pursuant to applicable statutory law shall not be excluded hereby.
- 7.3 In case of Littelfuse's simple negligence, Littelfuse is liable towards the Customer for property damage and pecuniary damages only in case of violation of essential contractual obligations. "Essential contractual obligations" in the meaning of Section 6 and this Section 7 means those obligations where only the performance of these obligations renders the due implementation of the contract possible and which the Parties may trust to be adhered to (*wesentliche Vertragspflichten*).
- 7.4 Littelfuse's liability pursuant to Section 7.3 shall be limited to compensation for the foreseeable, typically occurring damage.  
  
Accordingly, Littelfuse's liability pursuant to Section 7.3 shall be limited to EUR 500,000 in case of property damage and EUR 500,000 for pecuniary damage.
- 7.5 Notwithstanding Sections 7.2, 7.3 and 7.4 hereabove, Littelfuse shall – unless in case of wilful conduct or gross negligence - not be liable for lost profits, lost revenue, lost data, lost business, loss of production, loss of goodwill or similar indirect damages regardless of whether they are characterized as direct or consequential damages.
- 7.6 For damages (other than to life, body or health) that the Customer incurs due to a tortious act of Littelfuse in connection with the performance of the contract, the liability in case of damage due to simple negligence is limited to EUR 500,000.
- 7.7 Sections 7.1 until and including 7.6 also apply to the benefit of Littelfuse's legal representative, employees, auxiliary persons and vicarious agents.
- 7.8 The limitations of liability under Section 7 do not apply if a defect has been fraudulently concealed, for guaranteed quality features (*garantierte Beschaffenheitsmerkmale*), and for any liability under the German Product Liability Act (*Produkthaftungsgesetz*).

## **8 Customer's Indemnity**

Customer shall indemnify Littelfuse against claims of third parties arising out of or in connection with any defect in a good or service that Customer supplied to a third party and that (partly) consists of any of the Products supplied by Littelfuse, except if and insofar as Customer proves that (i) the damage was caused by such Littelfuse Products and (ii) Customer has a warranty claim against Littelfuse pursuant to Section 6 above for such Littelfuse Products.

## **9 Intellectual Property Indemnification**

If a Product furnished to Customer becomes or, in Littelfuse's opinion, may become the subject of any claim, suit or proceeding for infringement of an intellectual property right of a third party ("Claim"), Littelfuse shall indemnify and hold Customer harmless from and against such Claim, provided that Customer (i) provides Littelfuse with prompt written notice of such Claim; (ii) grants Littelfuse sole control of the defense of such Claim and right to settle the Claim; and (iii) cooperates with Littelfuse's reasonable requests in the defense and settlement of such Claim. In the event of any such Claim, Littelfuse may, at its option and expense, (i) obtain for Customer the right to continue to use, lease or sell the Product, (ii) replace the Product with an alternative non-infringing product, (iii) modify the Product, or (iv) request Customer to return the Product and refund the purchase price paid by Customer for the Product less a reasonable amount for use, damage or obsolescence. The foregoing in this Section 10 shall be the sole obligation of Littelfuse and the exclusive remedy of Customer with respect to any alleged infringement by Products of any third party's intellectual property rights. Customer shall not admit or settle any Claim without the prior written consent of Littelfuse. Notwithstanding anything contained herein to the contrary, Littelfuse will not be liable for any Claim arising from any of the following (each an "Excluded Claim") (i) Littelfuse's compliance with Customer's designs, specifications or instructions; (ii) the combination of a Product with components not provided by Littelfuse; (iii) the modification of a Product other than by Littelfuse; or (iv) the use of a Product in practicing a process or method. Additionally, Customer shall, at its expense, indemnify, hold harmless, protect and defend Littelfuse from and against any Excluded Claim and all damages, costs and expenses attributable thereto.

## **10 Equipment**

Unless otherwise agreed specifically in writing (and not by a printed provision in any business form), all special tools, dies, molds, jigs, fixtures and equipment made or utilized by Littelfuse are Littelfuse's property. Should any special tools, dies, molds, jigs, fixtures and equipment be furnished by Customer or contractually be Customer's property, they shall be held at Customer's sole risk, and Littelfuse shall have all lien thereon while in Littelfuse's possession to secure all indebtedness whatsoever due from Customer to Littelfuse, which lien shall be enforceable by sale or court action, whether or not the costs thereof have in any way been paid by Customer. All intellectual property rights to any equipment, tooling, Products or materials developed or provided under these Terms, including but not limited to designs, documentation, reports and offers, shall solely be held by Littelfuse or its licensors.

## **11 Confidentiality**

- 11.1 Each Party agrees that all business, technical, financial and other information that it obtains from the other is the confidential property of the disclosing Party ("Confidential Information" of the disclosing Party). Except as expressly and unambiguously allowed herein, the receiving Party will hold in confidence and not use or disclose any Confidential Information of the disclosing Party and shall similarly bind its employees in writing. Upon expiration or termination of these Terms or upon request of the disclosing Party, the receiving Party shall return to the disclosing Party or destroy (and certify such destruction) all Confidential Information of the disclosing Party, all documents and media containing such Confidential Information and any and all copies or extracts thereof. The receiving Party shall not be obligated under this Section with respect to information the receiving Party can document: (a) is or has become readily publicly available without restriction through no fault of the receiving Party or its employees or agents; or (b) is received without restriction from a third party lawfully in possession of such information and lawfully empowered to disclose such information; or (c) was rightfully in the possession of the receiving Party without restriction prior to its disclosure by the disclosing Party; or (d) was independently developed by employees of the

receiving Party without access to such Confidential Information; or (e) is required to be disclosed by law or order of court of competent jurisdiction.

- 11.2 Littelfuse retains all proprietary rights to all designs, engineering details, and other data pertaining to any Product sold. Customer agrees to maintain the confidentiality of any proprietary documentation, data, or price quotes supplied to it and not to disclose such documentation, data and price quotes. Littelfuse may require Customer to execute a separate confidentiality agreement.

## **12. Governing law and disputes**

- 12.1. These Terms shall be construed and governed by the laws of Germany without giving effect to the conflict of laws provisions.
- 12.2. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.
- 12.3. Any disputes that might arise between the Parties in connection with these Terms shall be submitted to the courts in Frankfurt. The proceedings shall be conducted in English.
- 12.4. To the extent permitted by applicable law, Customer hereby waives any right to a jury trial in any action arising hereunder.

## **13 Trade Controls**

- 13.1. Buyer acknowledges that all supplies of Products, or associated intellectual property (including any rights to use the same) or trade secrets, by Littelfuse are or may be subject to restrictions and limitations imposed by United States, European Union, United Kingdom, and/or other export controls, trade regulations and trade sanctions (collectively, "Trade Controls"). Buyer at all times will comply with Trade Controls and will cause compliance with such Trade Controls in its use and disposition of the Products and any intellectual property and trade secrets thereof. With respect to each Product supply, Buyer will obtain and supply to Littelfuse in writing all information required by Littelfuse to obtain any Trade Controls license, permit, approval or documentation applicable to such supply. Notwithstanding any contrary provision in these Terms, Littelfuse will have no obligation to supply or make available any Product, or any intellectual property or trade secrets concerning any Product, to Buyer until Littelfuse has received all such information and has obtained any necessary licenses, permits, approvals or documentation. If Littelfuse learns, or has reasonable cause to suspect, or if any branch or agency of any government claims, that a violation of Trade Controls has occurred or is likely to occur in relation to any provision of any Product or associated intellectual property or trade secrets, Littelfuse may, in addition to any other remedy it may have, terminate its contract with the Buyer without liability, or suspend all actions otherwise contemplated under the contract, unless and until Littelfuse is satisfied that continued performance of any actions contemplated under the contract would not lead to, or increase the risk of, breaches of Trade Controls or the application of punitive measures under Trade Controls. In such cases, Buyer shall, at Littelfuse's request, promptly cease using and return to Littelfuse any Products, or intellectual property or trade secrets thereof. Neither Buyer, nor its employees, agents, subcontractors, officers or representatives, shall cause or permit any of the Products, or any intellectual property or trade secrets in relation to any Products, to be directly or indirectly provided to any recipient in, or otherwise for use in, Belarus or Russia, or in any manner that could cause a violation of, or otherwise trigger the application of punitive measures under Trade Controls.

- 13.2. It shall be the duty of Buyer to (a) ensure that contractual provisions substantively equivalent to those in this section are included in any agreements, with any person or entity, concerning the supply of the Products, or intellectual property or trade secrets relating to the Products; (b) inform itself in detail of Trade Controls, and take all necessary actions, including adequate monitoring mechanisms, to ensure compliance with the requirements of the provisions of this section and Trade Controls; and (c) promptly inform Littelfuse of any breach of any provision of this section, or of any information suggesting that the Products, or intellectual property or trade secrets in relation to the Products, have been supplied to or used in Belarus or Russia, or in a manner that may have breached any Trade Controls.
- 13.3. Buyer will indemnify and will hold Littelfuse harmless from and against any claim, loss or liability arising out of any breach of the foregoing covenants contained in this section.

## **14 OTHER PROVISIONS**

### **14.1 Entire Agreement**

These Terms are the entire agreement between the Parties regarding the subject matter hereof. They supersede all prior oral or written communications, representations, undertakings and agreements of the Parties relating thereto and prevails over any conflicting or additional terms of any offer, acknowledgement or similar communication between the Parties. No deviations from these Terms are valid unless expressly agreed by the Parties' authorized representatives in writing.

### **14.2 Waiver**

No waiver will be deemed effective unless set forth in writing and signed by the Party charged with such waiver, and no waiver of any right arising from any breach will be deemed to be a waiver or authorization of any other breach or of any other right arising under these Terms.

### **14.3 Severability**

If any provision of these Terms is held to be invalid, illegal, or unenforceable, the remaining provisions hereof shall be unaffected thereby and remain valid and enforceable as if such provision had not been set forth herein. The Parties agree to substitute for such provision a valid provision that most closely approximates the intent of such severed provision.

### **14.4 Assignment**

The rights and obligations of each Party under these Terms may not be transferred or assigned directly or indirectly without the prior written consent of the other Party, which consent will not be unreasonably withheld. Except as otherwise expressly provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the Parties hereto.

### **14.5 Notices**

All notices under these Terms must be in writing and delivered by hand or nationally recognized courier addressed at Littelfuse's Address and Customer's Address, respectively, set forth on the cover page, or at such other address as either Party shall have furnished to the other in writing.

### **14.6 Limitation on Action**

Any action by either Party in connection with these Terms must be brought within two years after the cause of action arose or such longer period as required by applicable law.

### **14.7 Force Majeure**

Littelfuse shall not be liable or deemed to be in default by reason of any failure to deliver the Products, or any delay in delivery due to circumstances beyond its control, including but not limited to acts of God, terrorism, war, fires, floods, epidemics, quarantine restrictions, strikes, lockouts, inability to obtain materials or shipping space on terms deemed reasonable by Littelfuse, delays of carriers or suppliers, freight embargoes, unusually severe weather conditions and delays of any subcontractor. In addition, Littelfuse shall be so excused in the event it is unable to acquire from its usual sources and on terms it deems to be reasonable, any material necessary for manufacturing or acquiring the Products.

**14.8 Relationship**

These Terms are between Littelfuse and Customer. No third party beneficiaries are intended. In connection with these Terms each Party is an independent contractor and as such does not have any authority to bind or commit the other. Nothing herein shall be deemed or construed to create a joint venture, partnership or agency relationship between the Parties for any purpose.

**14.9 Cumulative Remedies**

In the event of a default or breach by Customer in the performance of any of its obligations hereunder, in addition to any and all other rights and remedies which Littelfuse shall have against Customer, Customer shall be liable to Littelfuse for all costs and expenses incurred by Littelfuse in enforcing its rights hereunder, including, with limitation, all court costs, expenses of litigation and attorneys' fees. The remedies of Littelfuse shall be cumulative and in addition to any other legal remedies.