TERMS AND CONDITIONS OF SALE

Except as otherwise agreed by Littelfuse, Inc. or its affiliates and/or subsidiaries ("Seller" or "Littelfuse") in writing, the following terms and conditions (this "Agreement") will apply to all orders received and all sales made by Littelfuse.

1. **Entire Agreement.** The terms and conditions of sale contained herein, together with any additional terms contained in Littelfuse Inc.'s ("Littelfuse") standard product documentation (collectively, the "Sales Terms"), apply to all quotations made and purchase orders received by Littelfuse and are the exclusive binding agreement between the parties regarding the products sold by Littelfuse ("Products"). Littelfuse's acceptance of any order for Products by a purchaser (the "Buyer") is conditional upon Buyer's assent to these Sales Terms in lieu of all other terms including, without limitation, the terms contained in Buyer's purchase order. Littelfuse hereby rejects all provisions contained in communications from Buyer that conflict with or are inconsistent with the terms contained herein. No addition or deletion or other agreement, promise or covenant proposed by Buyer shall become binding upon Littelfuse, whether advanced by document, purchase order, confirmation or otherwise, unless specifically agreed to in a writing executed by Littelfuse. Littelfuse's failure to object to any of the provisions contained in Buyer's documentation shall not be deemed a waiver of these provisions.

2. **Non-Cancellable.** An order pursuant to these Sales Terms shall be non-cancellable (in whole or in part) except with the prior written consent of Littelfuse. In the event of any cancellation, Buyer shall pay Littelfuse, at Littelfuse's option, the following:

(a) invoice price of all Products which have been identified to these Sales Terms, whether such Products have been delivered to Buyer or not;

(b) actual costs incurred by Littelfuse for Products not completed which are allocable to the balance of Products ordered by Buyer, including the cost of discharging Littelfuse's liabilities which are so applicable, and the costs of materials on hand which were acquired or produced in connection with these Sales Terms, plus a reasonable allowance for profit in connection with partially finished work and materials; and

(c) a reasonable allowance for profit in connection with Products ordered pursuant to these Sales Terms but with respect to which production has not yet begun at the time of the cancellation.

3. **Price; Payment**. (a) Buyer will be billed at the prices stated at the time of Littelfuse's acceptance of Buyer's order. 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 goods and Buyer 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 Buyer the difference between the stated price and Littelfuse's standard prices for such goods in the quantity actually purchased by Buyer. Unless otherwise specified or required by law, all prices will be quoted and billed exclusive of customs, duties or taxes, and Buyer shall be responsible for all such applicable duties and taxes (exclusive of taxes on Littelfuse's income). If exemption from such taxes is claimed, Buyer must provide a certificate of exemption at the time the Purchase Order is submitted to Littelfuse, and Buyer agrees to indemnify Littelfuse for any unpaid taxes in the event such exemption is not applicable.

(b) Unless otherwise agreed to by Littelfuse in writing, payment shall be made net cash, in U.S. dollars, within thirty (30) days from date of shipment (whether in full or partial fulfillment of these Sales Terms) without setoff of any kind. An invoice may or may not accompany shipment at Littelfuse's option. Any credits or setoffs alleged by Buyer to be due from Littelfuse shall not be deducted from the amounts due Littelfuse under this or other agreements until Littelfuse shall have issued and delivered to Buyer Littelfuse's credit memorandum authorizing such deduction. To the extent permitted under applicable law, past due accounts and sums improperly deducted shall accrue interest at the lower of (i) twelve percent (12%) per annum or (ii) the highest rate permitted by applicable law. Additionally, Buyer shall pay to Littelfuse all costs and expenses incurred by Littelfuse in seeking collection of any amounts owed by Buyer to Littelfuse.

(c) If Littelfuse accepts partial payment in an amount less than the full amount of any invoice, such acceptance shall neither constitute a waiver of Littelfuse's right to collect the balance nor an accord and satisfaction, notwithstanding Littelfuse's endorsement of a check or other instrument.

(d) In addition to all other rights and remedies Littelfuse may have against Buyer, Buyer hereby grants to Littelfuse a security interest in all of the Products and all proceeds thereof to secure Buyer's obligation to pay the purchase price therefor and any other amounts owing to Littelfuse by Buyer, including, without limitation, all costs and expenses of litigation, attorneys' fees and interest. In connection with the security interest granted herein, Littelfuse is expressly authorized, at its discretion, to file one or more financing statements or other notices under applicable law naming Buyer as debtor and Littelfuse as secured party. Buyer agrees to execute such documents requested by Littelfuse to record and otherwise perfect this security interest.

4. **Solvency.** Littelfuse's acceptance of these Sales Terms and the extension of credit by Littelfuse to Buyer is based upon Buyer's representation that Buyer is solvent, able to pay its debts when they become due and is in sound financial condition. In the event Buyer becomes insolvent, is unable to pay its debts as they become due, has an adverse change in its financial condition or if Buyer 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) cancel these Sales Terms at any time without liability to Buyer; or (iii) demand the return of any or all of the Products which have been delivered to Buyer but not paid for.

5. **Title and Shipment.** (a) Unless otherwise agreed to by Littelfuse in writing, all shipments of the Products are made FCA Littelfuse's designated location (Incoterms 2020). Littelfuse reserves the right to make delivery in installments and such shipments to be invoiced when shipped. Delivery of any of the Products by or on behalf of Littelfuse to any common carrier or to any other carrier or agent for shipment to Buyer, or such other party as Buyer shall designate, shall be deemed delivery thereof to Buyer for all purposes of these Sales Terms and, thereupon, title to such of the Products and risk of loss thereof, including damages or theft in transit, shall immediately be transferred to and be deemed assumed by Buyer, regardless of freight payment terms and whether such shipping agent has been specified by Buyer. Buyer shall reimburse Littelfuse for any and all costs of storage incurred by Littelfuse after the date that Littelfuse is prepared to make shipment. Risk of loss for any Products placed in storage shall be deemed assumed by Buyer beginning on the day following the date on which the Products are made available for shipment by Littelfuse.

(b) On Products classified as non-standard (units fabricated to individual 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, although shipments are made in accordance with Buyer's requested delivery schedule.

6. **Inspection.** Buyer shall inspect the Products upon delivery and shall notify Littelfuse within ten (10) days of any damage or defective Products or under-shipment by Littelfuse.

7. **Returns.** Any Product return shall be returned to Littelfuse ONLY 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 Buyer at Buyer's expense. Returns will not be accepted by Littelfuse for any reason other than for: (i) verifiable Product defects or damage occurring 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 original ship date. Littelfuse reserves the right to reject any request regarding mishandled shipments submitted more than five (5) days after the original ship date.

8. **Limited Warranty and Disclaimer.** (a) Except as otherwise stated herein or in an order acknowledgment delivered to Buyer, Littelfuse warrants to Buyer that the Products shall be (1) free of defects in materials and workmanship for a period of one (1) year after shipment to Buyer; and (2) free of liens and encumbrances when shipped to Buyer. Littelfuse's warranties will not apply to any Product with respect to which there has been (i) improper installation or testing; (ii) failure to provide a suitable operating environment; (iii) use of the Product for purposes other than for which it was designed; (iv) failure to monitor or operate the Product in accordance with applicable Seller specifications and good industry practice; (v) unauthorized attachment or removal or alteration of any part of the Product;

(vi) unusual mechanical, physical or electrical stress; (vii) modifications or repairs done by other than Littelfuse; (viii) mishandling during shipment of the Product; or (ix) any other abuse, misuse, neglect, or accident. In no event shall Littelfuse have any liability or obligation with respect to expenses, liabilities, or losses associated with the installation or removal of any Product or the installation or removal of any components for inspection, testing or redesign occasioned by any defect or by repair or replacement of the Product.

(b) LITTELFUSE MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, TO BUYER, ITS CUSTOMERS OR ANY USERS OF THE PRODUCTS EXCEPT AS HEREIN STATED, AND LITTELFUSE EXPRESSLY DISCLAIMS AND EXCLUDES ALL WARRANTIES WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES WHICH, BUT FOR THIS PROVISION, MIGHT ARISE FROM COURSE OF DEALING, CUSTOM OR TRADE AND INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OF THE PRODUCTS, FITNESS FOR ANY PARTICULAR USE OR PURPOSE AND NON-INFRINGEMENT. LITTELFUSE'S SOLE LIABILITY WITH RESPECT TO THE PRODUCTS SHALL BE LIMITED TO THE REPAIR, REPLACEMENT OR REFUND OF THE PURCHASE PRICE OF ANY DEFECTIVE PRODUCTS. LITTELFUSE, IN ITS DISCRETION, SHALL DETERMINE ON A CASE BY CASE BASIS WHETHER REPAIR, REPLACEMENT OR REFUND WILL BE THE REMEDY RESPECTING ANY SUCH DEFECTIVE PRODUCTS. IF THE APPLICABLE WARRANTY PERIOD DESCRIBED HAS NOT EXPIRED, SUCH REPAIR, REPLACEMENT OR REFUND SHALL BE LITTELFUSE'S SOLE LIABILITY AND THE SOLE REMEDY THAT BUYER, ITS CUSTOMERS OR ANY USERS OF THE PRODUCTS SHALL HAVE AGAINST LITTELFUSE WITH RESPECT TO THE QUALITY, PERFORMANCE OR USE OF ANY OF THE PRODUCTS. IF THE WARRANTY PERIOD HAS EXPIRED, LITTELFUSE SHALL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND WHATSOEVER.

(c) ALL PRODUCT INFORMATION FURNISHED BY LITTELFUSE IS BELIEVED TO BE ACCURATE AND RELIABLE. HOWEVER, BUYERS MUST INDEPENDENTLY EVALUATE THE SUITABILITY OF AND TEST EACH PRODUCT SELECTED FOR THEIR OWN APPLICATIONS. WARRANTIES GRANTED BY LITTELFUSE SHALL BE DEEMED VOID FOR PRODUCTS USED FOR ANY PURPOSE NOT EXPRESSLY SET FORTH IN APPLICABLE LITTELFUSE DOCUMENTATION. LITTELFUSE SHALL NOT BE LIABLE FOR ANY CLAIMS OR DAMAGES ARISING OUT OF PRODUCTS USED IN APPLICATIONS NOT EXPRESSLY INTENDED BY LITTELFUSE AS SET FORTH IN APPLICABLE LITTELFUSE DOCUMENTATION.

(d) Anything to the contrary notwithstanding, any action for alleged breach by Littelfuse of these Sales Terms, including, without limitation, an action for breach of the warranty herein set forth, shall be barred unless commenced by Buyer within one (1) year after the date the Products in question were first delivered to Buyer.

9. **Limitation of Liability.** IN NO EVENT SHALL LITTELFUSE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL OR OTHER DAMAGES WHATSOEVER RESULTING FROM LITTELFUSE'S PERFORMANCE OR FAILURE TO PERFORM UNDER THESE TERMS OR THE FURNISHING, PERFORMANCE OR USE OF ANY PRODUCTS SOLD PURSUANT HERETO, WHETHER DUE TO BREACH OF CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY, PRODUCT LIABILITY, THE NEGLIGENCE OF LITTELFUSE OR OTHERWISE. LITTELFUSE SHALL NOT BE LIABLE FOR LOST PROFITS, LOST REVENUE, LOSS OF PRODUCTION, COST OF SUBSTITUTE GOODS OR SIMILAR DAMAGES REGARDLESS OF WHETHER THEY ARE CHARACTERIZED AS DIRECT OR CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL LITTELFUSE'S LIABILITY EXCEED THE U.S. DOLLAR AMOUNT EQUAL TO THE AMOUNT PAID BY BUYER FOR THE COST OF THE PRODUCTS PAID BY BUYER UNDER THE APPLICABLE INVOICE GIVING RISE TO A CLAIM. THE DAMAGE LIMITATIONS PROVIDED IN THIS AGREEMENT AND THE REMEDIES STATED HEREIN SHALL BE EXCLUSIVE AND SHALL BE BUYER'S SOLE REMEDY. THIS LIMITATION ON LIABILITY SHALL SURVIVE FAILURE OF ANY ESSENTIAL PURPOSE. By accepting delivery of the Products ordered, Buyer assumes the risk and agrees to indemnify and hold Littelfuse harmless from all liability relating to (i) assessing the suitability for Buyer's intended use of the Products and of any system design or drawing and (ii) determining the compliance of Buyer's use of the Products with applicable laws, regulations, codes and standards.

10. **Ownership of Tooling.** Unless otherwise agreed specifically in writing (and not by a printed provision in any business form), all special tools, dies, molds, jigs and fixtures made or utilized by Littelfuse shall be and remain Littelfuse's property. Should any special tools, dies, molds, jigs or fixtures be furnished by Buyer or contractually be Buyer's property, they shall be held at Buyer's sole risk, and Littelfuse shall have a lien thereon while in Littelfuse's possession to secure all indebtedness whatsoever due from Buyer to Littelfuse, which lien shall be enforceable by sale or court action.

11. **Confidential Information.** Any documentation or data supplied by Littelfuse to Buyer and marked "confidential" are proprietary and confidential to Littelfuse. Littelfuse retains for itself all proprietary rights to all designs, engineering details, and other data pertaining to any Product sold. Buyer agrees to use its best efforts to maintain the confidentiality of any proprietary documentation, data, or price quotes (whether marked "confidential" or not) supplied to it and not to disclose or use such documentation, data, or price quotes in any manner inconsistent with the purpose for which it was disclosed. Buyer hereby grants Littelfuse a nonexclusive, limited license to use, copy, modify or otherwise utilize any materials or intellectual property provided by Buyer to Littelfuse for purposes of fulfilling Littelfuse's obligations herein. Littelfuse may require Buyer to execute a separate confidentiality agreement.

12. **IP Infringement.** Subject to the limitations set forth in these Sales Terms, if a Product furnished to Buyer 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 Buyer harmless from and against such Claim, provided that Buyer (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 Buyer 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 the Buyer to return the Product and refund the purchase price paid by Buyer for the Product less a reasonable amount for use, damage or obsolescence. 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 Buyer's designs, specifications or instructions; (ii) the combination of Products with components not provided by Littelfuse; (iii) the modification of the Product other than by Littelfuse; or (iv) the use of a Product in practicing a process or method. Additionally, Buyer agrees, at its expense, to indemnify, hold harmless, protect and defend Littelfuse from and against any Excluded Claim and all damages, costs and expenses attributable thereto.

13. **Trade Controls.** (a) 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 supplied, 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 Sales 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, the 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 sold, exported, reexported, released, purchased or otherwise transferred for or to any prohibited or restricted end-use, end-user, end-destination (including Belarus, Cuba, Iran, North Korea, Russia and Syria) or in any manner that could cause a violation of, or otherwise trigger the application of punitive measures under, Trade Controls.

(b) 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 a manner that may have breached any Trade Controls.

(c) 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. **No Waiver.** No waiver of a breach of any provision of these Sales Terms between the parties shall constitute a waiver of a continuing or future breach of such provision or of any other provision hereof.

15. **Cumulative Remedies.** In the event of a default or breach by Buyer in the performance of any of its obligations hereunder, in addition to any and all other rights and remedies which Littelfuse shall have against Buyer, Buyer 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.

16. **No Assignment.** These Sales Terms or any Product order shall not be assignable by Buyer without the prior written consent of Littelfuse.

17. **Governing Law; Jurisdiction.** These Sales Terms shall be construed and enforced in accordance with, and governed by, the internal laws, and not the law of conflicts, of the State of Illinois. In addition to any other court wherein Littelfuse could institute an action against Buyer, Buyer hereby irrevocably submits to the jurisdiction of any United States federal court sitting in the State of Illinois or any Illinois state court in any action or proceeding arising out of or relating to these Sales Terms and Buyer hereby irrevocably agrees that all claims and matters in respect to such action or proceeding may be heard and determined in any such court. To the extent permitted by applicable law, Buyer hereby waives any right to a jury trial in any action arising hereunder. In the event suit is instituted in a United States federal court sitting in the State of Illinois or any Illinois state court, Buyer hereby waives any right to object to such filing on venue, forum non-conveniens or similar grounds. 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 Products hereunder.

18. **Severability.** If any of the provisions of these Sales Terms shall be invalid or unenforceable, the remainder of these Sales Terms, or the application of such provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of these Sales Terms shall be valid and enforceable to the fullest extent permitted by law.

19. **Force Majeure.** Littelfuse shall not be liable for or deemed to be in default due to a failure to perform any of its obligations under this Agreement, including without limitation any failure to deliver the Products or any delay in delivery of the Products, to the extent that such failure is caused by any preference, priority, allocation or allotment order issued by any governmental body or any of the following circumstances or events circumstances not under the reasonable control of Littelfuse (each, a "Force Majeure Event"): (a) war (whether declared or not), hostilities, invasion, act of foreign enemies, extensive military mobilization; civil war, riot, rebellion and revolution, military or usurped power, insurrection, act of terrorism, sabotage or piracy; currency or trade restrictions, embargoes, or sanctions; (b) any decree of a governmental authority whether lawful or unlawful, compliance with any law or governmental order, expropriation, seizure of works, requisition, nationalization; (c) plague, epidemic/pandemic, or disease outbreak; (d) storm, earthquake or other natural disaster or extreme natural or weather event and the consequences thereof; (e) explosion, fire, destruction of equipment, prolonged break-down of transport, telecommunication, information system or energy; (f) global shortages or unavailability of raw materials; or (g) general labor disturbance such as boycott, strike and lock-out, go-slow, occupation of factories or premises. Littelfuse shall use reasonable commercial efforts to resolve or mitigate the impact of any Force Majeure Event on its ability to perform its obligations under this Agreement. Buyer shall provide all reasonable support to Littelfuse in its efforts to resolve a Force Majeure Event. 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.

20. **U.S. Government Contracts.** Littelfuse supplies "commercial items" within the meaning of the Federal Acquisition Regulation (FAR), 48 CFR Parts 1-53. Littelfuse accepts only the mandatory flowdowns for subcontracts for commercial items in accordance with FAR 52.244-6(c)(1). Littelfuse also will accept the clauses listed in Defense FAR Supplement (48 CFR Parts 201-299) (DFARS) 252.244-7000, and other agency specific mandatory flowdowns for commercial items specifically identified by Buyer. Any FAR, DFARS or other U.S. Federal government agency acquisition regulations additional to or different from such mandatory flowdowns shall not become a part of this Agreement.

Updated November 18, 2026