

**TERMS AND CONDITIONS
OF SALE**

1. This Agreement between LITTELFUSE, INC. (“*Seller*”) and the party indicated on the face hereof (“*Buyer*”) is subject to the following terms and conditions, and to those appearing or specifically referenced on the face hereof, only, and no addition or deletion or other agreement, promise or covenant proposed by Buyer shall become binding upon Seller, whether advanced by document, purchase order, confirmation or otherwise, unless specifically agreed to in a writing executed by Seller. Seller hereby gives notification of objection to all terms and conditions heretofore or hereafter proposed by Buyer different from or additional to those specified in this Agreement, and in no event shall Seller’s silence or any other action by Seller be construed as Seller’s assent to any such different or additional terms or conditions. Buyer’s assent to the terms and conditions set forth herein and those appearing or specifically referenced on the face hereof shall be conclusively presumed from Buyer’s failure to seasonably and specifically object thereto in writing, or from Buyer’s acceptance of delivery of all or any part of the products described on the face hereof being sold to Buyer pursuant to this Agreement (the “*Products*”), regardless of whether a copy hereof or any other document is signed by Buyer and returned to Seller. The terms and conditions appearing or specifically referenced on the face hereof shall be controlling in the event of any conflict thereof with the terms and conditions set forth herein. No change, termination or waiver of any of the provisions of this Agreement shall be valid unless in writing and executed by Seller, and no alleged or actual contrary course of conduct or dealing shall serve to contradict the express terms and conditions hereof.

2. Seller’s minimum purchase order commitment is \$1,000 US Dollars, and Seller shall not have any obligation to accept any order that is less than this amount. If the Seller’s quoted prices are based on the purchase of a particular quantity of Product and Buyer fails to purchase that quantity which would justify the pricing granted, Seller 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 Seller’s standard prices for such Products in the quantity actually purchased by Buyer.

3. Unless otherwise specified on the face hereof, all shipments of the Products are made F.O.B. Seller’s warehouse dock. Delivery of any of the Products by or on behalf of Seller 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 this Agreement 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.

4. Unless otherwise specified on the face hereof, payment shall be made net cash, in U.S. dollars, within 30 days from date of shipment (whether in full or partial fulfillment of this Agreement) without setoff of any kind. Any credits or setoffs alleged by Buyer to be due from Seller shall not be deducted from the amounts due Seller under this or other agreements until Seller shall have issued and delivered to Buyer Seller’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. An invoice may or may not accompany shipment at Seller's option. If Seller accepts partial payment in an amount less than the full amount of any invoice, such acceptance shall neither constitute a waiver of Seller's right to collect the balance nor an accord and satisfaction, notwithstanding Seller's endorsement of a check or other instrument. In the event of Buyer's bankruptcy or insolvency, Seller shall be entitled to cancel any order then outstanding without waiving any claims in law or equity. If Buyer fails to comply with these payment terms, Seller reserves the right to withdraw credit, suspend or cancel performance under any or all Purchase Orders or agreements and all Buyer's obligations to Seller shall become immediately due and payable. In addition to all other rights and remedies Seller may have against Buyer, Buyer hereby grants to Seller 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 Seller by Buyer, including, without limitation, all costs and expenses of litigation, attorneys' fees and interest. In connection with the security interest granted herein, Seller is expressly authorized, at its discretion, to file one or more financing statements or other notices under applicable law naming Buyer as debtor and Seller as secured party. Buyer agrees to execute such documents requested by Seller to record and otherwise perfect this security interest.

5. Any shipment discrepancies must be reported by Buyer to Seller within thirty (30) days of receipt of Products.

6. Seller shall not be liable for or deemed to be in default by reason of any failure to deliver the Products, or any delay in delivery due to any preference, priority, allocation or allotment order issued by any governmental body or any other cause beyond its control, including, but not limited to, acts of God or a public enemy, terrorism, acts of the government, fires, floods, epidemics, quarantine restrictions, strikes, lockouts, inability to obtain materials or shipping space on terms deemed reasonable by Seller, delays of carriers or suppliers, freight embargoes, unusually severe weather conditions and delays of any subcontractor.

7. The amount of any present or future sales, use, revenue, excise or other taxes or any customs or duties applicable to the manufacture, purchase or sale of Products is not included in the purchase price and shall be paid by Buyer.

8. Seller reserves the right to make delivery in installments unless otherwise specified on the face hereof, such shipments to be invoiced when shipped and shall be paid for within thirty (30) days from date of shipment.

9. Seller's acceptance of this Agreement and the extension of credit by Seller to Buyer for the 30-day period hereunder is based upon Buyer's representation that Buyer is solvent, able to pay its debts when they become due and in sound financial condition. In the event Buyer becomes insolvent, is unable to pay its debts as they become due, or has an adverse change in its financial condition, or Seller has cause to believe that any such event has occurred, regardless of the accuracy of Seller's belief, Seller, at its option, may (i) demand payment in full prior to shipment or upon delivery; (ii) cancel this Agreement 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.

10. SELLER WARRANTS THAT THE PRODUCTS WILL CONFORM WITH ALL PERTINENT SPECIFICATIONS INCLUDING PERFORMANCE SPECIFICATIONS, DRAWINGS AND APPROVED SAMPLES, IF FURNISHED IN WRITING, AND WILL BE FREE FROM DEFECTS CAUSED BY DEFECTIVE MATERIALS OR WORKMANSHIP FOR A PERIOD OF ONE-YEAR AFTER SHIPMENT THEREOF TO BUYER. SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, TO BUYER, ITS CUSTOMERS OR ANY USERS OF THE PRODUCTS EXCEPT AS HEREIN STATED, AND SELLER 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. ALL CLAIMS FOR ALLEGED DEFECTS IN THE PRODUCTS SHALL BE DEEMED WAIVED UNLESS MADE IN WRITING AND DELIVERED TO SELLER WITHIN ONE (1) YEAR AFTER SHIPMENT OF THE PRODUCTS TO BUYER. SELLER'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. THE SELLER, 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 SELLER'S SOLE LIABILITY AND THE SOLE REMEDY THAT BUYER, ITS CUSTOMERS OR ANY USERS OF THE PRODUCTS SHALL HAVE AGAINST SELLER WITH RESPECT TO THE QUALITY, PERFORMANCE OR USE OF ANY OF THE PRODUCTS. IF THE WARRANTY PERIOD HAS EXPIRED, SELLER SHALL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND WHATSOEVER. BUYER HEREBY AGREES TO COMMUNICATE IN WRITING THE TERMS OF THIS SECTION TO ITS CUSTOMERS.

IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL OR OTHER DAMAGES WHATSOEVER RESULTING FROM SELLER'S PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT 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 SELLER OR OTHERWISE. IT IS AGREED, HOWEVER, THAT IN NO EVENT SHALL SELLER'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. 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. CERTAIN JURISDICTIONS DO NOT PERMIT THE LIMITATION OF CERTAIN TYPES OF LIABILITY, SO THIS LIMITATION MAY NOT APPLY TO THE BUYER.

11. 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 Seller shall be and remain Seller'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 Seller shall have a lien thereon while in Seller's possession to secure all indebtedness whatsoever due from Buyer to Seller, which lien shall be enforceable by sale or court action.

12. Buyer hereby agrees to indemnify Seller against all claims or liability for patent, trademark, trade secret or other infringement which may result from the production or sale of any of the Products which are manufactured or fabricated in accordance with Buyer's specifications.

13. On Products classified as non-standard (units fabricated to individual customer requirements, drawings, specifications or design as contrasted to standard items offered by Seller for general sale), Seller 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.

14. This Agreement shall be noncancellable except with the prior written consent of Seller. In the event of any cancellation, Buyer shall pay Seller, at Seller's option, the following as liquidated damages:

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

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

(c) a reasonable allowance for profit in connection with Products ordered pursuant to this Agreement but with respect to which production has not yet begun at the time of the cancellation; and

(d) reasonable costs incurred by Seller, including accountants' and attorneys' fees, if any, in negotiating a termination settlement hereunder.

14. Buyer acknowledges that all shipments by Seller are or may be subject to restrictions and limitations imposed by United States export controls, trade regulations and trade sanctions. Buyer at all times will comply with such sanctions, controls and regulations and will cause compliance with such sanctions, controls and regulations in its use and disposition of the Products. With respect to each Product shipment pursuant to these terms and conditions, Buyer will obtain and supply to Seller in writing all information required by Seller to obtain any U.S. export license, permit, approval or documentation applicable to such shipment. Notwithstanding any contrary provision in these terms and conditions, Seller will have no obligation to make any shipment to Buyer until it has received all such information and has obtained the applicable licenses, permits, approvals or documentation for shipment, if any. If Seller learns, or has reasonable cause to believe, or if any branch or agency of the government of the United States claims, that a violation of any applicable trade sanctions, export controls or trade regulations has occurred or is likely to occur because of any shipment, Seller may, in addition to any other remedy it may have, suspend all shipments to Buyer until: (a) Seller is satisfied that such violation did not occur or has ceased to occur, or (b) such claim is withdrawn or otherwise resolved in favor of Seller. Neither Buyer, nor its employees, agents, subcontractors, officers or representatives, shall cause or permit any shipment of the Products to be made by Buyer or by anyone acting on behalf of Buyer or to whom Buyer may sell the Products, to any country for which a validated export license is required by the United States, or to which shipment is prohibited under trade regulations or trade sanctions of the United States. It shall be the duty of

Buyer to inform itself in detail of such export controls, trade regulations and trade sanctions. Buyer will not cause or permit any Buyer reseller, customer or user in other parts of the world until all necessary import and/or export approvals and clearances have been obtained, and until all United States export controls, trade regulations or trade sanctions applicable to such shipments have been fully complied with. Buyer will indemnify and will hold Seller harmless from and against any claim, loss or liability arising out of any breach of the foregoing covenants contained in this section.

15. 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 Seller shall have against Buyer, Buyer shall be liable to Seller for all costs and expenses incurred by Seller in enforcing its rights hereunder, including, with limitation, all court costs, expenses of litigation and attorneys' fees.

16. The remedies of Seller shall be cumulative and in addition to any other legal remedies. No waiver of a breach of any provision of the Agreement between the parties shall constitute a waiver of a continuing or future breach of such provision or of any other provision hereof.

17. This Agreement shall not be assignable by Buyer without the prior written consent of Seller.

18. This Agreement 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 Seller 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 this Agreement 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 nonconveniens or similar grounds.

19. Anything to the contrary notwithstanding, any action for alleged breach by Seller of this Agreement, 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.

20. If any of the provisions of this Agreement shall be invalid or unenforceable, the remainder of this Agreement, 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 this Agreement shall be valid and enforceable to the fullest extent permitted by law.