Purchasing Conditions of Vishay Israel Ltd.

1. General
These Purchasing Conditions of Vishay Israel Ltd. (hereinafter “Vishay”) shall apply to all deliveries and services the Supplier performs for Vishay unless explicitly agreed upon between the parties. They also apply to future business relationships without being expressly agreed upon again to a later time. Other standard terms and conditions, in particular standard terms and conditions of the Supplier, shall not apply even if they are not expressly objected to in an individual case or if or if ordered/services have been accepted without objection to the effect that supplementary technical and/or quality specifications are agreed upon, such specifications shall form an integral part of the agreement between Vishay and the Supplier. Oral agreements shall only be valid if confirmed in writing by Vishay. The Supplier shall include a delivery order (in duplicate) in each transport unless otherwise agreed in writing.

2. Orders
The Supplier shall confirm orders in writing within 10 days after receipt of the order, stating prices and dates of delivery. If the Supplier did not confirm the order within the abovementioned period, Vishay reserves the right to cancel the order without incurring any costs. Oral agreements shall only be valid if confirmed in writing by Vishay. Written form shall also include confirmations sent by data transfer or fax.

3. Price
Prices specified in the order are binding. Unless otherwise agreed, prices shall be fixed prices and shall include costs for packaging and transport comparable to those of the Supplier’s cost. Costs for packing and transportation shall be identified separately in the invoice. The price is understood to include the currently applicable value added tax or any similar tax.

4. Invoices and Payment Terms
The Supplier shall submit invoices to Vishay. Confirmation of all invoices to Vishay’s purchasing department immediately after the day of shipment or, in case the parties agreed upon monthly invoices, no later than the 5th day of the month following the date of delivery. Copies shall be specifically identified as such. Vishay may, at its opinion, make payment within 14 days following receipt of the invoice subject to a 2% discount, or within 45 days without deduction, or as otherwise explicitly agreed upon by the parties in writing. The timeliness of payment shall be governed by the date the invoice is received. All invoices shall specify Vishay’s order numbers and other relevant reference numbers.

5. Deliveries and Delivery Period
The Supplier shall give notice of delivery at the latest when the goods leave the Supplier’s facility, specifying the relevant goods and reference numbers of the order. Agreed delivery dates shall be binding, except in cases of force majeure. Date of delivery shall mean receipt at the place of delivery designated by Vishay. The Supplier shall include a delivery order (in duplicate) in each delivery, specifying the order number, good names and quantities. The Supplier shall invoice the goods against the risk of loss during transport unless otherwise agreed in writing. A batch of goods or part of an order shall be subject to the prior written consent of Vishay. Vishay reserves the right to reject any advance, surplus or short deliveries.

6. Warranty
Vishay waives any of its rights in delivery in immediate. Such notice shall have no effect upon Vishay’s claims against the Supplier.

The same applies to unconditional acceptance of a delayed delivery. Notwithstanding any other additional rights Vishay may have in case of a delayed delivery and upon Vishay’s request, the Supplier shall deliver the goods in question immediately after receipt of such request. This obligation shall remain in force also in case of a third party at the costs of the Supplier. If and to the extent required for such purpose, upon request the Supplier shall furnish all relevant documents and specifications in its possession to Vishay immediately.

Suppliers shall notify Vishay of any delays in delivery immediately. After expiration of a grace granted to the Supplier or, if Vishay is no longer interested in the delivery as a result of the delay without granting any grace period, Vishay may procure substitute delivery from any third party at the costs of the Supplier. If and to the extent required for such purpose, upon request the Supplier shall furnish all relevant documents and specifications in its possession to Vishay immediately.

7. Packing
The goods shall be shipped in packaging which is appropriate to the product, paying due regard to the relevant environmental protection regulations. Any disposable packaging shall be taken back by the Supplier at its own cost. If the goods are shipped in reusable packaging, the Supplier shall loan such packaging to Vishay. Return shipping shall be at the cost and risk of the Supplier. If upon exception of Vishay the Supplier carries the packaging cost, this shall be charged to Vishay at the verifiable cost price.

8. Incomin...
INCOMING INSPECTION REQUIREMENTS
FOR CERTIFICATES

I. In order to be able to perform Incoming Inspection for the received materials, each Certificate shall contain as minimum the following information:

1. Vendor name;
2. Vendor material name and part number;
3. VISHAY part number (optional)
4. VISHAY material specification number and revision#;
5. Vishay Purchase Order number (Invoice number - optional)
6. Material production lot number;
7. Quantity (optional)
8. Material expiry date if applicable;
9. Certification that supplied material conforms with current VISHAY specification; (Certificate of Compliance - COC)
10. Parameters and test results if required by respective specification; (Certificate of Analyses –COA)
11. Name and signature of person responsible for approval.

II. Each INVOICE shall contain the following additional information:

1. quantity of packages
2. Vishay (specification number); revision number and VISHAY MFG number (100xxxxx)
3. List of lot - numbers must be attached to invoice
4. Quantity per each lot
5. Vishay PO# (purchase order number)

All documents must be written in English only.

Thank you for cooperation!

VISHAY ISRAEL LTD.