



Purchase Terms and Conditions

1. SERVICES & DELIVERABLES

Seller agrees to perform the services ("Services") and/or provide the goods or Service deliverables (collectively referred to as "Goods"), described in any purchase order, in accordance with the applicable purchase order, scope of work and with these Terms and Conditions ("Agreement"). Upon acceptance of a purchase order, shipment of Goods or commencement of a Service, Seller shall be bound by the provisions of this Agreement, including all provisions set forth on the face of any applicable purchase order, whether Seller acknowledges or otherwise signs this Agreement or the purchase order, unless Seller objects to such terms in writing prior to shipping Goods or commencing Services.

This writing does not constitute a firm offer and may be revoked at any time prior to acceptance. This Agreement may not be added to, modified, superseded or otherwise altered, except by writing signed by an authorized Vishay HiRel Systems Systems Purchaser representative. Any terms or conditions contained in any acknowledgment, invoice or other communication of Seller, which are inconsistent with the terms and conditions herein, are hereby rejected. To the extent that this Agreement might be treated as an acceptance of Seller's prior offer, such acceptance is expressly made on condition of assent by Seller to the terms hereof and shipment of the Goods or beginning performance of any Services by Seller shall constitute such assent. Vishay HiRel Systems Systems Purchaser hereby reserves the right to reschedule any delivery or cancel any purchase order issued at any time prior to shipment of the Goods or prior to commencement of any Services. Vishay HiRel Systems Systems Purchaser shall not be subject to any charges or other fees as a result of such cancellation.

2. DELIVERY

Time is of the essence. Delivery of Goods shall be made pursuant to the schedule, via the carrier and to the place specified on the face of the applicable purchase order. Vishay HiRel Systems Systems Purchaser reserves the right to return, shipping charges collect, all Goods received in advance of the delivery schedule. If no delivery schedule is specified, the order shall be filled promptly and delivery will be made by the most expeditious form of land transportation. If no method of shipment is specified in the purchase order, Seller shall use the least expensive carrier. In the event Seller fails to deliver the Goods within the time specified, Vishay HiRel Systems Systems Purchaser may, at its option, decline to accept the Goods and terminate the Agreement or may demand its allocable fair share of Seller's available Goods and terminate the balance of the Agreement. Seller shall package all items in suitable containers to permit safe transportation and handling. Each delivered container must be labeled and marked to identify contents without opening and all boxes and packages must contain packing sheets listing contents. Vishay HiRel Systems Systems Purchaser purchase order number must appear on all shipping containers, packing sheets, delivery tickets and bills of lading.

3. IDENTIFICATION, RISK OF LOSS & DESTRUCTION OF GOODS

Identification of the Goods shall occur. Seller assumes all risk of loss until receipt by Vishay HiRel Systems Systems Purchaser. Title to the Goods shall pass to Vishay HiRel Systems Systems Purchaser upon receipt by it of the Goods at the designated destination. If the Goods ordered are destroyed prior to title passing to Vishay HiRel Systems Systems Purchaser, Vishay HiRel Systems Systems Purchaser may at its option cancel the Agreement or require delivery of substitute Goods of equal quantity and quality. Such delivery will be made as soon as commercially practicable. If loss of Goods is partial, Vishay HiRel Systems Systems Purchaser shall have the right to require delivery of the Goods not destroyed.

4. PAYMENT

As full consideration for the performance of the Services, delivery of the Goods and the assignment of rights to Vishay HiRel Systems Systems Purchaser as provided herein, Vishay HiRel Systems Systems Purchaser shall pay Seller (i) the amount agreed upon and specified in the applicable purchase order. Applicable taxes and other charges such as shipping costs, duties, customs, tariffs, imposts and government imposed surcharges shall be stated separately on Seller's invoice. Payment is made when Vishay HiRel Systems Systems Purchaser check is mailed. Payment shall not constitute acceptance. All personal property taxes assessable upon the Goods prior to receipt by Vishay HiRel Systems Systems Purchaser of Goods conforming to the purchase order shall be borne by Seller. Seller shall invoice Vishay HiRel Systems Systems Purchaser for all Goods delivered and all Services actually performed. Each invoice submitted by Seller must be provided to Vishay HiRel Systems Systems Purchaser within ninety (90) days of completion of the Services or delivery of Goods and must reference the applicable purchase order, and Vishay HiRel Systems Systems Purchaser reserves the right to return all incorrect invoices. Vishay HiRel Systems Systems Purchaser will receive a 2% discount of the invoiced amount for all invoices that are submitted more than ninety (90) days after completion of the Services or delivery of the Goods. Unless otherwise specified on the face of a purchase order, Vishay HiRel Systems Systems Purchaser shall pay the invoiced amount within Forty Five (45) days after receipt of a correct invoice. Seller will receive no royalty or other remuneration on the production or distribution of any products developed by Vishay HiRel Systems Systems Purchaser or Seller in connection with or based on the Goods or Services provided.

5. WARRANTIES

5.1. Services: Seller represents and warrants that all Services shall be completed in a professional, workmanlike manner, with the degree of skill and care that is required by current, good and sound professional procedures. Further, Seller represents and warrants that the Services shall be completed in accordance with applicable specifications and shall be correct and appropriate for the purposes contemplated in this Agreement. Seller represents and warrants that the performance of Services under this Agreement will not conflict with, or be prohibited in any way by, any other agreement or statutory restriction to which Seller is bound.

5.2. Goods: Seller warrants that all Goods provided will be new and will not be used or refurbished. Seller warrants that all Goods delivered shall be free from defects in materials and workmanship and shall conform to all applicable specifications for a period of fifteen (15) months from the date of delivery to Vishay HiRel Systems Systems Purchaser or for the period provided in Seller's standard warranty covering the Goods, whichever is longer. Seller hereby agrees that it will make spare parts available to Vishay HiRel Systems Systems Purchaser for a period of five (5) years from the date of shipment at Seller's then current price, less applicable discounts. Additionally, Goods purchased shall be subject to all written and oral express warranties made by Seller's agents, and to all warranties provided for by the California Commercial Code. All warranties shall be construed as conditions as well as warranties and shall not be exclusive. Seller shall furnish to Vishay HiRel Systems Systems Purchaser Seller's standard warranty and service guaranty applicable to the Goods. All warranties and Service guaranties shall run both to Vishay HiRel Systems Systems Purchaser and to its customers.

If Vishay HiRel Systems Systems Purchaser identifies a warranty problem with the Goods during the warranty period, Vishay HiRel Systems Systems Purchaser will promptly notify Seller of such problems and will return the Goods to Seller, at Seller's expense. Within five (5) business days of receipt of the returned Goods, Seller shall, at Vishay HiRel Systems Systems Purchaser option, either repair or replace such Goods, or credit Vishay HiRel Systems Systems Purchaser account for the same. Replacement and repaired Goods shall be warranted for the remainder of the warranty period or six (6) months, whichever is longer.

6. INSPECTION

Vishay HiRel Systems Systems Purchaser shall have a reasonable time after receipt of Goods or Service deliverables and before payment to inspect them for conformity hereto, and Goods received prior to inspection shall not be deemed accepted until Vishay HiRel Systems Systems Purchaser has run an adequate test to determine whether the Goods conform to the specifications hereof. Use of a portion of the Goods for the purpose of testing shall not constitute an acceptance of the Goods. If Goods tendered do not wholly conform with the provisions hereof, Vishay HiRel Systems Systems Purchaser shall have the right to reject such Goods. Nonconforming Goods will be returned to Seller freight collect and risk of loss will pass to Seller upon Vishay HiRel Systems Systems Purchaser delivery to the common carrier.

7. INDEPENDENT CONTRACTOR

Vishay HiRel Systems Systems Purchaser is interested only in the results obtained under this Agreement; the manner and means of achieving the results are subject to Seller's sole control. Seller is an independent contractor for all purposes, without express or implied authority to bind Vishay HiRel Systems Systems Purchaser by contract or otherwise. Neither Seller nor its employees, agents or subcontractors ("Seller's Assistants") are agents or employees of Vishay HiRel Systems Systems Purchaser, and therefore are not entitled to any employee benefits of Vishay HiRel Systems Systems Purchaser, including but not limited to, any type of insurance. Seller shall be responsible for all costs and expenses incident to performing its obligations under this Agreement and shall provide Seller's own supplies and equipment.

8. SELLER RESPONSIBLE FOR TAXES AND RECORDS

Seller shall be solely responsible for filing the appropriate federal, state and local tax forms, including, without limitation, a Schedule C or a Form 1020, and paying all such taxes or fees, including estimated taxes and employment taxes, due with respect to Seller's receipt of payment under this Agreement. Seller further agrees to provide Vishay HiRel Systems Systems Purchaser with reasonable assistance in the event of a government audit. Vishay HiRel Systems Systems Purchaser shall have no responsibility to pay or withhold from any payment to Seller under this Agreement, any federal, state or local taxes or fees. Vishay HiRel Systems Systems Purchaser will regularly report amounts paid to Seller by filing Form 1099-MISC with the Internal Revenue Service.

9. INSURANCE

Seller shall be solely responsible for maintaining and requiring Seller's Assistants to maintain such adequate health, auto, workers' compensation, unemployment compensation, disability, liability, and other insurance, as is required by law or as is the common practice in Seller's and Seller's Assistants' trades or businesses, whichever affords greater coverage. Upon request, Seller shall provide Vishay HiRel Systems Systems Purchaser with certificates of insurance or evidence of coverage before commencing performance under this Agreement. Seller shall provide adequate coverage for any Vishay HiRel Systems Systems Purchaser property under the care, custody or control of Seller or Seller's Assistants.

10. INDEMNITY

Seller shall indemnify, hold harmless, and at Vishay HiRel Systems Systems Purchaser request, defend Vishay HiRel Systems Systems Purchaser, its officers, directors, customers, agents and employees, against all claims, liabilities, damages, losses and expenses, including reasonable attorneys' fees and cost of suit arising out of or in any way connected with the Goods or Services provided under this Agreement, including, without limitation, (i) any claim based on the death or bodily injury to any person, destruction or damage to property, or contamination of the environment and any associated clean up costs, (ii) Seller failing to satisfy the Internal Revenue Service's guidelines for an independent contractor, (iii) any claim based on the negligence, omissions or willful misconduct of Seller or any Seller's Assistants, and (iv) any claim by a third party against Vishay HiRel Systems Systems Purchaser alleging that the Goods or Services, the results of such Services, or any other products or processes provided under this Agreement, infringe a patent, copyright, trademark, trade secret or other proprietary right of a third party, whether such are provided alone or in combination with other products, software or processes. Seller shall not settle any such suit or claim without Vishay HiRel Systems Systems Purchaser prior written approval. Seller agrees to pay or reimburse all costs that may be incurred by Vishay HiRel Systems Systems Purchaser in enforcing this indemnity, including attorneys' fees.

Should Vishay HiRel Systems Systems Purchaser use, or use by its distributors, subcontractors or customers, of any Goods or Services purchased from Seller be enjoined, be threatened by injunction, or be the subject of any legal proceeding, Seller shall, at its sole cost and expense, either (a) substitute fully equivalent non-infringing Goods or Services; (b) modify the Goods or Services so that they no longer infringe but remain fully equivalent in functionality; (c) obtain for Vishay HiRel Systems Systems Purchaser, its distributors, subcontractors or customers the right to continue using the Goods or Services; or (d) if none of the foregoing is possible, refund all amounts paid for the infringing Goods or Services.

11. CONFIDENTIALITY

Seller will acquire knowledge of Vishay HiRel Systems Systems Purchaser Confidential Information (as defined below) in connection with its performance hereunder and agrees to keep such Vishay HiRel Systems Systems Purchaser Confidential Information in confidence during and following termination or expiration of this Agreement. "Vishay HiRel Systems Systems Purchaser Confidential Information" includes but is not limited to all information, whether written or oral, in any form, including without limitation, information relating to the research, development, products, methods of manufacture, trade secrets, business plans, customers, vendors, finances, personnel data, Work Product (as defined herein) and other material or information considered proprietary by Vishay HiRel Systems Systems Purchaser relating to the current or anticipated business or affairs of Vishay HiRel Systems Systems Purchaser which is disclosed directly or indirectly to Seller. In addition, Vishay HiRel Systems Systems Purchaser Confidential Information means any third party's proprietary or confidential information disclosed to Seller in the course of providing Services or Goods to Vishay HiRel Systems Systems Purchaser. Vishay HiRel Systems Systems Purchaser Confidential Information does not include any information (i) which Seller lawfully knew without restriction on disclosure before Vishay HiRel Systems Systems Purchaser disclosed it to Seller, (ii) which is now or becomes publicly known through no wrongful act or failure to act of Seller, or (iii) which is hereafter lawfully furnished to Seller by a third party as a matter of right and without restriction on disclosure. In addition, Seller may disclose Confidential Information which is required to be disclosed pursuant to a requirement of a government agency or law so long as Seller provides prompt notice to Vishay HiRel Systems Systems Purchaser of such requirement prior to disclosure and gives buyer reasonable time to challenge such requirement or law.

Seller agrees not to copy, alter or directly or indirectly disclose any Vishay HiRel Systems Systems Purchaser Confidential Information. Additionally, Seller agrees to limit its internal distribution of Vishay HiRel Systems Systems Purchaser Confidential Information to Seller's Assistants who have a need to know, and to take steps to ensure that the dissemination is so limited, including the execution by Seller's Assistants of nondisclosure agreements with provisions substantially similar to those set forth herein. In no event will Seller use less than the degree of care and means that it uses to protect its own information of like kind, but in any event not less than reasonable care to prevent the unauthorized use of Vishay HiRel Systems Systems Purchaser Confidential Information.

Seller further agrees not to use the Vishay HiRel Systems Systems Purchaser Confidential Information except in the course of performing hereunder and will not use such Vishay HiRel Systems Systems Purchaser Confidential Information for its own benefit or for the benefit of any third party. The mingling of the Vishay HiRel Systems Systems Purchaser Confidential Information with information of Seller shall not affect the confidential nature or ownership of the same as stated hereunder. Seller agrees not to design or manufacture any products which incorporate Vishay HiRel Systems Systems Purchaser Confidential Information. All Vishay HiRel Systems Systems Purchaser Confidential Information is and shall remain the property of Vishay HiRel Systems Systems Purchaser. Upon Vishay HiRel Systems Systems Purchaser written request or the termination of this Agreement, Seller shall return, transfer or assign to Vishay HiRel Systems Systems Purchaser all Vishay HiRel Systems Systems Purchaser Confidential Information, including all Work Product, as defined herein, and all copies thereof.

12. OWNERSHIP OF WORK PRODUCT

For purposes of this Agreement, "Work Product" shall include, without limitation, all designs, discoveries, creations, works, devices, masks, models, work in progress, Service deliverables, inventions, products, computer programs, procedures,

improvements, developments, drawings, notes, documents, business processes, information and materials made, conceived or developed by Seller alone or with others which result from or relate to the Services performed hereunder. Standard Goods manufactured by Seller and sold to Vishay HiRel Systems Systems Purchaser without having been designed, customized or modified for Vishay HiRel Systems Systems Purchaser do not constitute Work Product. All Work Product shall at all times be and remain the sole and exclusive property of Vishay HiRel Systems Systems Purchaser. Seller hereby agrees to irrevocably assign and transfer to Vishay HiRel Systems Systems Purchaser and does hereby assign and transfer to Vishay HiRel Systems Systems Purchaser all of its worldwide right, title and interest in and to the Work Product including all associated intellectual property rights. Vishay HiRel Systems Systems Purchaser will have the sole right to determine the treatment of any Work Product, including the right to keep it as trade secret, execute and file patent applications on it, to use and disclose it without prior patent application, to file registrations for copyright or trademark in its own name or to follow any other procedure that Vishay HiRel Systems Systems Purchaser deems appropriate. Seller agrees: (a) to disclose promptly in writing to Vishay HiRel Systems Systems Purchaser all Work Product in its possession; (b) to assist Vishay HiRel Systems Systems Purchaser in every reasonable way, at Vishay HiRel Systems Systems Purchaser expense, to secure, perfect, register, apply for, maintain, and defend for Vishay HiRel Systems Systems Purchaser benefit all copyrights, patent rights, mask work rights, trade secret rights, and all other proprietary rights or statutory protections in and to the Work Product in Vishay HiRel Systems Systems Purchaser name as it deems appropriate; and (c) to otherwise treat all Work Product as Vishay HiRel Systems Systems Purchaser Confidential Information as described above. These obligations to disclose, assist, execute and keep confidential survive the expiration or termination of this Agreement. All tools and equipment supplied by Vishay HiRel Systems Systems Purchaser to Seller shall remain the sole property of Vishay HiRel Systems Systems Purchaser.

Seller will ensure that Seller's Assistants appropriately waive any and all claims and assign to Vishay HiRel Systems Systems Purchaser any and all rights or any interests in any Work Product or original works created in connection with this Agreement. Seller irrevocably agrees not to assert against Vishay HiRel Systems Systems Purchaser or its direct or indirect customers, assignees or licensees any claim of any intellectual property rights of Seller affecting the Work Product.

Vishay HiRel Systems Systems Purchaser will not have rights to any works conceived or reduced to practice by Seller which were developed entirely on Seller's own time without using equipment, supplies, facilities or trade secret or Vishay HiRel Systems Systems Purchaser Confidential Information, unless (i) such works relate to Vishay HiRel Systems Systems Purchaser business, or Vishay HiRel Systems Systems Purchaser actual or demonstrably anticipated research or development, or (ii) such works result from any Services performed by Seller for Vishay HiRel Systems Systems Purchaser.

13. NONINTERFERENCE WITH BUSINESS

During and for a period of two years immediately after the termination or expiration of this Agreement, Seller agrees not to unlawfully interfere with the business of Vishay HiRel Systems Systems Purchaser in any manner, and further agrees not to solicit or induce any employee or independent contractor to terminate or breach an employment, contractual or other relationship with Vishay HiRel Systems Systems Purchaser.

14. TERMINATION

Vishay HiRel Systems Systems Purchaser may terminate this Agreement upon written notice to Seller if Seller fails to perform or otherwise breaches this Agreement, files a petition in bankruptcy, becomes insolvent, or dissolves. In the event of such termination, Vishay HiRel Systems Systems Purchaser shall pay Seller for the portion of the Services satisfactorily performed and those conforming Goods delivered to Vishay HiRel Systems Systems Purchaser through the date of termination, less appropriate offsets, including any additional costs to be incurred by Vishay HiRel Systems Systems Purchaser in completing the Services.

Vishay HiRel Systems Systems Purchaser may terminate this Agreement, or any Service(s), for any other reason upon thirty (30) days' written notice to Seller. Seller shall cease to perform Services and/or provide Goods under this Agreement on the date of termination specified in such notice. In the event of such termination, Vishay HiRel Systems Systems Purchaser shall be liable to Seller only for those Services satisfactorily performed and those conforming Goods delivered to Vishay HiRel Systems Systems Purchaser through the date of termination, less appropriate offsets. Vishay HiRel Systems Systems Purchaser will be responsible for purchased material and direct labor seller has invested, unless the product is a standard product. Not to exceed what was scheduled 60 days from time of termination.

Seller may terminate this Agreement upon written notice to Vishay HiRel Systems Systems Purchaser if Vishay HiRel Systems Systems Purchaser fails to pay Seller within ninety (90) days after Seller notifies Vishay HiRel Systems Systems Purchaser in writing that payment is past due.

Upon the expiration or termination of this Agreement for any reason: (a) each party will be released from all obligations to the other arising after the date of expiration or termination, except for those which by their terms survive such termination or expiration; and (b) Seller will promptly notify Vishay HiRel Systems Systems Purchaser of all Vishay HiRel Systems Systems Purchaser Confidential Information or any Work Product in Seller's possession and, at the expense of Seller and in accordance with Vishay HiRel Systems Systems Purchaser's instructions, will promptly deliver to Vishay HiRel Systems Systems Purchaser all such Vishay HiRel Systems Systems Purchaser Confidential Information and/or Work Product.

15. REMEDIES

If Seller breaches this Agreement, Vishay HiRel Systems Systems Purchaser shall have all remedies available by law and at equity. For the purchase of Goods, Seller's sole remedy in the event of breach of this Agreement by Vishay HiRel Systems Systems Purchaser shall be the right to recover damages in the amount equal to the difference between market price at the time of breach and the purchase price specified in the Agreement. No alternate method of measuring damages shall apply to this transaction. Seller shall have no right to resell Goods for Vishay HiRel Systems Systems Purchaser account in the event of wrongful rejection, revocation of acceptance, failure to make payment or repudiation by Vishay HiRel Systems Systems Purchaser and any resale so made shall be for the account of Seller.

16. FORCE MAJEURE

Vishay HiRel Systems Systems Purchaser shall not be liable for any failure to perform including failure to (i) accept performance of Services or, (ii) take delivery of the Goods as provided caused by circumstances beyond its control which make such performance commercially impractical including, but not limited to, acts of God, fire, flood, acts of war, government action, accident, labor difficulties or shortage, inability to obtain materials, equipment or transportation. In the event Vishay HiRel Systems Systems Purchaser is so excused, either party may terminate the Agreement and Vishay HiRel Systems Systems Purchaser shall at its expense and risk, return any Goods received to the place of shipment.

17. SEVERABILITY

If any provision of this Agreement shall be deemed to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

18. LIMITATION OF LIABILITY

IN NO EVENT SHALL Vishay HiRel Systems Systems Purchaser BE LIABLE TO SELLER OR SELLER'S ASSISTANTS, OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT, WHETHER OR NOT Vishay HiRel Systems Systems Purchaser WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

19. ASSIGNMENT; WAIVER

Seller may not assign this Agreement or any of its rights or obligations under this Agreement, without the prior written consent of Vishay HiRel Systems Systems Purchaser. Any assignment or transfer without such written consent shall be null and void. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of Vishay HiRel Systems Systems Purchaser without restriction. A waiver of any default hereunder or of any term or condition of this Agreement shall not be deemed to be a continuing waiver or a waiver of any other default or any other term or condition.

20. NONEXCLUSIVE AGREEMENT

This is not an exclusive agreement. Vishay HiRel Systems Systems Purchaser is free to engage others to perform Services or provide Goods the same as or similar to Seller's. Seller is free to, and is encouraged to, advertise, offer and provide Seller's Services and/or Goods to others; provided however, that Seller does not breach this Agreement.

21. NOTICES

Except for Purchase Orders which may be sent by local mail, facsimile transmission, or electronically transmitted,, all notices, and other communications hereunder shall be in writing, and shall be addressed to Seller or to an authorized Vishay HiRel Systems Systems Purchaser representative, and shall be considered given when (a) delivered personally, (b) sent by confirmed telex or facsimile, (c) sent by commercial overnight courier with written verification receipt, or (d) three (3) days after having been sent, postage prepaid, by first class or certified mail.

22. SURVIVAL OF OBLIGATIONS

Any obligations and duties which by their nature extend beyond the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement.

23. GOVERNING LAW

This Agreement shall be construed in accordance with, and disputes shall be governed by, the laws of the State of Minnesota, excluding its conflict of law rules. The Court's of Hennepin County in Minnesota shall have jurisdiction and venue over all controversies arising out of, or relating to, this Agreement. The applicability of the UN Convention on Contracts for the International Sale of Goods is hereby expressly waived by the parties and it shall not apply to the terms and conditions of this Agreement.

24. ENTIRE AGREEMENT-MODIFICATION

This Agreement is the complete, final and exclusive statement of the terms of the agreement between the parties and supersedes any and all other prior and contemporaneous negotiations and agreements, whether oral or written, between them relating to the subject matter hereof. This Agreement may not be varied, modified, altered, or amended except in writing, including a purchase order or a change order issued by Vishay HiRel Systems Systems Purchaser, signed by the

parties. The terms and conditions of this Agreement shall prevail notwithstanding any variance with the terms and conditions of any acknowledgment or other document submitted by Seller. Notwithstanding the foregoing, this Agreement will not supersede or take the place of any written agreement which is signed by both parties and covers the same subject matter as this Agreement or its related purchase orders.

25. COMPLIANCE WITH LAWS

25.1.General: Seller shall comply fully with all applicable federal, state and local laws in the performance of this Agreement including, but not limited to, all applicable employment, tax, export control and environmental laws.

25.2.Equal Employment Opportunity: Vishay HiRel Systems Systems Purchaser is a government contractor and is subject to the requirements of Executive Order 11246, the amended Executive Order 11375 and the Rehabilitation Assistance Act (Section 503 – 60.741.4). Pursuant to these requirements, the Equal Employment Opportunity Clause found at 41 CFR (Code of Federal Regulations) sections 60-2 (Affirmative Action); Public Law 93-503 (Vietnam Veteran Readjustment Act); and 40 CFR Section 60-1.40 are incorporated herein by reference as though set forth at length and made an express part of this Agreement.

If applicable, Seller will comply with the following Federal Acquisition Regulations (FAR): "Equal Employment Opportunity" Part 22 Subpart 800; "Affirmative Action for Special Disabled and Veterans" Part 22 Subpart 1300; "Affirmative Action for Disabled Workers" Part 22 Subpart 1400; and "Non Discrimination for Age" Part 22 Subpart 900.

25.3.Small Business Plan Requirements: Vishay HiRel Systems Systems Purchaser is a government contractor and is subject to the requirements of FAR section 52.219. Pursuant to FAR 52.219.9, if Seller (i) is not considered a Small Business (as the term is defined in section 3 of the Small Business Act) and (ii) is providing Goods or Services under this Agreement in an amount greater than or equal to \$500,000, and (iii) is subcontracting a portion of the Goods or Services from a third party, Seller agrees to submit to Vishay HiRel Systems Systems Purchaser a Small Business Plan or letter stating that Seller does not have a Small Business Plan and listing the approximate dollar amount to be subcontracted.

25.4.Hazardous Materials: If Goods include hazardous materials, Seller represents and warrants that Seller understands the nature of any hazards associated with the manufacture, handling and transportation of such hazardous materials

25.5.Customs: Upon Vishay HiRel Systems Systems Purchaser request, Seller will promptly provide Vishay HiRel Systems Systems Purchaser with a statement of origin for all Goods and United States Customs documentation for Goods wholly or partially manufactured outside of the United States.

25.6.Terrorist Financing: Supplier will adhere to the directions provided in the United States Executive Order (EO) 13224, EXECUTIVE ORDER ON TERRORIST FINANCING – BLOCKING PROPERTY AND PROHIBITING TRANSACTIONS WITH PERSONS WHO COMMIT, THREATEN TO COMMIT, OR SUPPORT TERRORISM effective on 9/24/2001 and any subsequent changes made to it.

26. INJUNCTIVE RELIEF

Seller acknowledges and agrees that the obligations and promises of Seller under this Agreement are of a unique, intellectual nature giving them particular value. Seller's breach of any of the promises contained in this Agreement will result in irreparable and continuing damage to Vishay HiRel Systems Systems Purchaser for which there will be no adequate remedy at law and, in the event of such breach, Vishay HiRel Systems Systems Purchaser will be entitled to seek injunctive relief, or a decree of specific performance.

27. REFERENCES

Refer to MAT0009 Supplier Quality Handbook (available from www.Vishay_HiRel_Systemssystems.com, Supplier Chain Management page) for additional requirements, such as (but not limited to):

- Access
- Quality System Requirements
- Nonconforming material
- Subcontract Restriction
- Change Control
- Obsolescence/End of Life Control

