

Purchasing Conditions of Vishay Semiconductor Italiana SpA

1. General

These Purchasing Conditions of Vishay Semiconductor Italiana SpA, Via Liguria 49, I – 10071 Borgaro Torinese (TO) [hereinafter "Vishay"] shall apply to all deliveries and services the Supplier performs for Vishay unless otherwise 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 ordered goods/services have been accepted without reservation. In the event 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.

Vishay's orders shall not be used for advertising or similar purposes and the Supplier shall keep the business relationship and Vishay's confidential information strictly confidential.

2. Orders

The Supplier shall confirm orders in writing within 3 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 for the delivery to the place of delivery designated by Vishay. Costs for packing and transportation shall be identified separately in the invoice. The price is understood to exclude the currently applicable value added tax.

4. Invoices and Payment Terms

The Supplier shall mail a hard copy or an electronic copy by eMail of all invoices to Vishay's administration 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 day of delivery. Copies shall be specifically identified as such.

Vishay may, at its option, make payment within 14 days following receipt of the invoice subject to a 3% discount, or within 60 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 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 good 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 an accompanying document in each delivery, specifying the order number, good names and quantities. The Supplier shall insure the goods against the risk of loss during transport unless otherwise agreed. Vishay has waived insurance coverage under the SVS/RVS insurance scheme.

Advance and partial deliveries shall be subject to the prior written consent of Vishay. Vishay reserves the right to reject any advance, surplus or short deliveries.

The Supplier shall notify Vishay of any delays in delivery immediately. Such notice shall have no effect upon Vishay's claims against the

Supplier. The same applies to unconditional acceptance of a delayed delivery.

Notwithstanding other, additional rights Vishay may have, in case of a delayed delivery and upon Vishay's request, the Supplier shall deliver the goods by expedited shipment at the Supplier's cost. After expiration of a grace period 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 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.

The Supplier shall pay a contractual penalty for each day delivery is delayed equal to 0.5% - however not to exceed 20% - of the total value of the delayed delivery unless the Supplier furnishes proof that Vishay suffered lesser or no damages. Vishay reserves the right to claim additional damages for Supplier's default.

The Supplier shall be liable for any damages or other legal consequences resulting from any faulty, incomplete and/or delayed shipping documents.

6. Release from Acceptance Obligations

In the event that acceptance is temporarily made impossible by strikes, lockouts or force majeure, Vishay shall be released from its obligation to accept delivery on the agreed date.

7. Packaging

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 shipment shall be at the cost and risk of the Supplier. If as an exception Vishay agrees to bear the packaging cost, this shall be charged to Vishay at the verifiable cost price.

8. Incoming Inspection, Risk of Loss

Vishay shall only be obliged to perform an identity as well as a quantity check of the delivered goods at least according to the shipping papers and inspect for transportation damages ("apparent defects").

In case of apparent defects, notice of defect shall be deemed timely within the meaning of Section 1495 of the Italian Civil Code if made within two weeks of receipt of the goods. In case of hidden defects, notice of defect must be given within two weeks of discovery. Payments made prior to the notice of defect shall not be deemed acceptance of delivery.

The risk of loss shall pass to Vishay when the goods have been inspected and accepted.

9. Warranty

The provisions of statute relating to defects apply without reduction, unless otherwise agreed. The warranty period shall be three (3) years from delivery.

If Vishay informs the Supplier of the intended use and/or place of use of the goods to be supplied, the Supplier warrants that such goods are suitable for that use and/or place.

In the event that the Supplier does not commence remedying the defect after Vishay's request to remedy it within a reasonable period of time, in urgent cases, especially to prevent acute danger or greater damage, Vishay is entitled to undertake such remedy itself or to have it undertaken by a third party at the expense of the Supplier. The same applies if the remedy of defects or delivery of a substitute fails or is refused.

If the Supplier performs its obligation to effect supplementary performance by supplying a substitute good, the warranty period of the goods delivered in substitution shall start to run anew after delivery thereof. The same applies in case of rework for the same defect and for the consequences of defective rework.

The Supplier undertakes to bear all installation and removal costs as well as transportation costs to and from the place of use in cases where such costs have demonstrably been incurred due to deficient delivery.

10. Quality, Environment and Safety at Work, Export

The Supplier shall install and maintain a documented quality assurance system, preferably according to ISO 9001:2008, which is suitable in type and scope to assure the quality of the goods and which corresponds with the latest state of the technology. The Supplier's performance (including the performance on Vishay's sites) shall conform to the regulations set forth by the Italian Legislative Decree n. 81/08 as subsequently integrated and amended and to the applicable product safety regulations; and the Supplier shall comply with the respective statutory or regulatory provisions (including directives of the European Union) related to construction, the treatment of employees, health and safety at work, industrial safety and clean-room conduct and environmental protection (e.g. provisions governing the identification of hazardous material and processes) and, if applicable, shall issue/provide the respective declarations of conformity; and the Supplier shall inform Vishay on delivery of any special, not generally known requirements as to treatment and disposal as well as special requirements as to environmental protection. When being on-site at Vishay's premises, the Supplier shall also follow the site related individual rules and instructions. Vishay recommends adopting an environmental management system that complies at least with the current ISO 14001 standards, a certification according to ISO 14001 shall be the objective.

The Supplier shall allow Vishay or any third party representative to audit Supplier's systems during normal business hours in order to determine compliance.

The Supplier shall install and maintain adequate systems and/or processes to comply with all existing and applicable trade compliance rules and regulations. As applicable, the Supplier shall provide specific material description, Country of Origin, HTS Code (Commodity Code), Dual Use or Military classification info/data on the shipping documents and upon request by Vishay. The Supplier shall provide Preferential Certificates for any of its product/shipment which qualifies under an existing/applicable Free Trade Agreement.

11. Insurance

The Supplier shall procure and maintain a general public liability insurance (including a product liability insurance and a recall insurance), an extended product liability insurance (E&O) and an environmental liability insurance on an occurrence basis with limits not less than € 5,000,000 per occurrence. Upon request, the Supplier shall provide to Vishay Certificates of Insurance evidencing the insurance coverage and reflecting the effective date of such coverage.

12. Third Party Rights

The Supplier shall indemnify and hold Vishay and its successors, assigns, customers and users of its goods harmless against all claims, suits, or actions, and all loss, liability and damage, including costs, expenses and reasonable attorneys' fees, resulting from any claim that the manufacture, use, sale or resale of any good infringes any patent, copyright, trademark, or trade name or other

intellectual property right of a third party or constitutes a misappropriation of any trade secret, unless the Supplier did not cause the infringement culpably or the subject of such claim is a feature used by the Supplier on instructions of Vishay or was added by Vishay or a third party after receipt of the good. In particular, if a claim, suit or action arising out of or relating to such infringement is brought against Vishay or Vishay's customers, the Supplier shall provide reasonable assistance in Vishay's defence.

The Supplier will defend any such claim, suit, or action brought directly against the Supplier at its own expense. Vishay shall have the right to participate and be represented by its own counsel in any such claim, suit, or action.

The above obligations will apply to any claim raised against Vishay or the Supplier no later than 3 years from the delivery of the respective goods.

13. Drawings, Samples and Models

Drawings, samples and models created by Vishay shall remain the property of Vishay and shall be kept strictly confidential. The Supplier shall return such items to Vishay, of its own accord and at its own cost, along with the offer or the final delivery. The same applies in case the Supplier does not accept an order. The Supplier shall not make such drawings, samples and/or models accessible to any third parties without the express written consent of Vishay. The Supplier further may not resell such items under any circumstances. The misuse of any drawings, samples or models shall give rise to claims for damages and may be subject to criminal penalties.

14. Miscellaneous

Vishay accepts a simple reservation of title in favour of the Supplier which shall expire after payment is made.

All agreements of the parties shall be governed exclusively by the laws of the Italian Republic without regard to its conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods, 1980, and any successor thereto, will not apply.

Any dispute arising out of or in connection with the agreements that cannot be resolved amicably between the parties shall be submitted to the exclusive jurisdiction of the Court of Turin.

In case the Supplier had the opportunity to take notice of the Italian and the English version of these Purchasing Conditions and was able to understand the English version and there is a conflict between the two versions, the English version shall prevail. Otherwise, the Italian version shall apply.

If any provision of these Purchasing Conditions should be invalid, illegal or unenforceable, the validity of the remaining provisions hereof shall remain unaffected thereby.