

TERMS & CONDITIONS OF SALE

1. **ACCEPTANCE.** OUR ACCEPTANCE IS EXPRESSLY MADE SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN. None of the terms and conditions contained herein may be added to, modified, superseded or otherwise altered except by ALLEGRO MICROSYSTEMS, INC., (“ALLEGRO”). All orders received from the PURCHASER by ALLEGRO shall be governed only by the terms and conditions contained herein, notwithstanding any terms and conditions which may be found in any purchase order, release order, or any other form issued by PURCHASER, ALLEGRO hereby objects to said terms and conditions and notifies PURCHASER that they are rejected. The delivery of products by ALLEGRO is conditioned upon PURCHASER’s assent to the terms of this contract. PURCHASER accepts these terms by accepting delivery of the products, whether or not a copy of these terms are attached to or enclosed with the products upon delivery. All shipments are “EX WORKS” POINT OF SHIPMENT...PAYMENT TERMS 1% 10 DAYS NET 30.
2. **WARRANTY.** ALLEGRO warrants for a period of one (1) year from the date of shipment to PURCHASER that all products upon delivery to PURCHASER are free from defects in workmanship and material and shall conform to the specifications. If any product is defective in material or workmanship or fails to meet the requirements of PURCHASER’s order, PURCHASER shall inform ALLEGRO and return such products for correction or replacement. ALLEGRO’s liability for such rejected products being limited solely to the cost of transportation expenses plus the responsibility of either repairing, replacing or refunding the purchase price, at ALLEGRO’s sole option, for such returned products. This warranty does not extend to any of our products which fail to operate by reason of improper installation, application, or inspection, or have been subject to misuse, neglect, or accident, or have been repaired or substantially altered outside our factory. THE WARRANTIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER STATUTORY, EXPRESS OR IMPLIED, AND THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTIES OF NONINFRINGEMENT, AND ALL OTHER WARRANTIES, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE ARE HEREBY EXCLUDED. The remedies provided herein are PURCHASER’s sole and exclusive remedies for any failure of ALLEGRO to comply with its warranty obligations. Correction of the nonconformities in the manner and for the period of time provided herein shall constitute complete fulfillment of ALLEGRO’s obligations regarding defective articles, whether the claims by the PURCHASER are based in contract, in tort (including negligence) or otherwise.
3. **PATENT INFRINGEMENT.** IN THE EVENT ANY ALLEGRO PRODUCT, OR ANY PART THEREOF, DELIVERED UNDER THIS CONTRACT CONSTITUTES AN INFRINGEMENT OF ANY PATENT, EXCEPT AS PROVIDED IN THIS SECTION 3, ALLEGRO DISCLAIMS ANY OBLIGATION TO PURCHASER, INCLUDING ANY OBLIGATION ARISING FROM THE UNIFORM COMMERCIAL CODE, REGARDING SUCH ALLEGED INFRINGEMENT, INCLUDING BUT NOT LIMITED TO ANY CLAIM THAT ARISES FROM COMPLIANCE WITH PURCHASER’S DESIGNS, SPECIFICATIONS OR INSTRUCTIONS. In the case where any ALLEGRO products are held to infringe any third party’s patent, ALLEGRO shall at its own expense and option use commercially reasonable efforts to procure for PURCHASER the right to continue using the products. If in ALLEGRO’s judgment the foregoing is not commercially reasonable, ALLEGRO may, at its own discretion, replace such products with non-infringing ALLEGRO products or modify them so they become non-infringing products. If, in ALLEGRO’s opinion, none of the foregoing alternatives are reasonably available to ALLEGRO, then ALLEGRO may discontinue the sale of the product. The foregoing states the entire liability of ALLEGRO for all loss or damage whatsoever to PURCHASER. Where ALLEGRO’s compliance with PURCHASER’s designated designs, material usage or specifications furnished by PURCHASER, results in an infringement, PURCHASER shall defend, indemnify and hold ALLEGRO harmless against any claim of infringement of any patent.
4. **CHANGES.** Any changes in PURCHASER’s drawing or specifications required by the PURCHASER may be made only after an equitable adjustment, mutually negotiated by both parties.
5. **TERMINATION/RESCHEDULING.** PURCHASER may terminate this contract, for convenience with forty-five (45) days written notice. PURCHASER’s liability shall include the cost of completed items, work in progress, and raw materials purchased for PURCHASER. Either party may terminate this contract if the other party: fails to correct any breach within thirty (30) days of a written cure notice, or becomes insolvent; or files a petition in Bankruptcy Court, and such proceeding has not been dissolved. ALLEGRO might consider rescheduling PURCHASER’s standard product orders upon written request to ALLEGRO not later than forty-five (45) days prior to the delivery date per ALLEGRO’s Order Acknowledgement.
6. **FORCE MAJEURE.** ALLEGRO shall not be held responsible for any delay or failure hereunder caused by fires, strikes, embargoes, Government requirements, civil or military authorities, acts of God or by the public enemy, acts or omissions of carriers or other causes beyond ALLEGRO’s control.
7. **LIMITATION OF LIABILITY.** ALLEGRO shall not be liable to PURCHASER regarding the purchase of any ALLEGRO products, whether in contract, in tort (including negligence), under any warranty or otherwise for any special, punitive, indirect, incidental or consequential loss or damage or loss of profits or revenues resulting from, arising out of or in connection with this sale or from the performance or breach thereof, including but not limited to late delivery, or from the manufacture, sale, delivery, resale, repair or use of any product provided by ALLEGRO.
8. **INDEMNIFICATION.** PURCHASER agrees to defend, indemnify and hold harmless ALLEGRO from and against any and all claims, including third party claims, which constitute a claim or claims beyond the remedies provided herein. PURCHASER’s obligations to defend, indemnify and hold harmless ALLEGRO shall apply even if ALLEGRO is negligent, legally at fault or liable under the laws of any country.
9. **GENERAL.** (a) If any of the provisions of this contract are invalid under any applicable statute of law, such provisions are, to that extent, deemed omitted, but this contract and the remainder of its provisions shall otherwise remain in effect. (b) No provision of this contract shall be deemed waived, amended or modified by either party, unless such waiver, amendment or modification is in writing and signed by the parties. (c) If the products covered by this contract are to be used in making parts or equipment under a contract with a department or agency of the United States, ALLEGRO will comply with any provisions of such contract which are construed as mandatory flowdowns, but reserve the right to limit inspection or proprietary process and areas as ALLEGRO may deem necessary. (d) All matters regarding this contract shall be interpreted in accordance with the laws of the Commonwealth of Massachusetts, and any controversy that cannot be settled directly shall be settled by arbitration subject to the liability limitations set forth above, in accordance with the rules prevailing of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction thereof. (e) ALLEGRO’s products are not to be used in life support devices or systems, if a failure of an ALLEGRO product can reasonably be expected to cause the failure of that life support device or system, or to affect the safety or effectiveness of that device or system.