1. FORMATION OF CONTRACT. 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 None of the terms and conditions contained herein may be added to, modified, superseded or otherwise altered except in writing signed by ALLEGRO MICROSYSTEMS EUROPE LTD (“ALLEGRO”). Unless otherwise agreed by ALLEGRO and PURCHASER in a separate written agreement, all orders received from the PURCHASER by ALLEGRO shall be governed only by the terms and conditions contained herein, and ALLEGRO hereby objects to any additional or different terms and conditions notified by PURCHASER that they are rejected. The delivery of products by ALLEGRO is conditioned upon PURCHASER’s agreement to these terms and conditions of sale. PURCHASER accepts these terms by accepting delivery of the products, whether or not a copy of these terms are attached to or enclosed with such delivery. All shipments are “EX WORKS Manufacturing Factory” unless otherwise mutually agreed in writing.

2. WARRANTY. ALLEGRO warrants for a period of one (1) year from the date of shipment to PURCHASER that all such delivered products are free from material defects in workmanship and material and shall substantially conform to ALLEGRO’s product specifications therefor. A product shall be deemed to have defects only if the defect is verified by ALLEGRO. If any product does not conform to the specifications of the purchase order, PURCHASER will immediately inform ALLEGRO. ALLEGRO’s liability for such rejected products is limited solely to the cost of transportation expenses plus the responsibility of either repairing or replacing such non-conforming products or, if repair or replacement is not possible, refunding the purchase price. ALLEGRO’s sole option for such non-conforming 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 by a third party without ALLEGRO’s authorization. The WARRANTIES SET FORTH IN THIS SECTION 2 ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, ANY WARRANTY OF NONINFRINGEMENT, AND ALL OTHER WARRANTIES, WHICH MIGHT OTHERWISE ARISE FROM COURSE OF DEALING BETWEEN THE PARTIES OR USAGE OF TRADE. The remedies provided in this Section 2 are PURCHASER’s sole and exclusive remedies for any failure of ALLEGRO to comply with its warranty obligations.

3. PATENT INFRINGEMENT. If, after the exhaustion of any appeals, ALLEGRO products are finally determined by a court of competent jurisdiction to infringe any third party’s patent, ALLEGRO shall at its own expense and as its sole option, for such non-conforming products, defend, indemnify and hold PURCHASER harmless against any claim, including third party claims, for correction or replacement of any non-conforming product. If any product fails to operate by reason of improper installation, application, or inspection, or has been subject to misuse, neglect, or accident, or has been repaired or substantially altered by a third party without ALLEGRO’s authorization, ALLEGRO’s liabilities (a) for such non-conforming products or (b) for any repair or replacement of such non-conforming products are limited solely to the cost of transportation expenses plus the responsibility of either repairing or replacing such non-conforming products or, if repair or replacement is not possible, refunding the purchase price. ALLEGRO’s sole option for such non-conforming 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 by a third party without ALLEGRO’s authorization.

4. CHANGES. PURCHASER may terminate this contract for convenience by providing written notice to ALLEGRO not later than forty-five (45) calendar days prior to ALLEGRO’s most recent commitment to manufacture or deliver the products referred to in such notice. ALLEGRO’s liability for such termination shall include the cost of completed items, work in progress and raw materials purchased for PURCHASER. PURCHASER shall not reschedule order line items due for shipment in less than forty-five (45) calendar days. ALLEGRO retains the right to invoke a handling/administrative charge of fifteen (15%) per cent of the value of such order. Either party may terminate this contract upon written notice to the other party if the other party: (a) fails to cure any breach within thirty (30) calendar days of its receipt of a written notice of breach; (b) becomes insolvent; or (c) files a petition in bankruptcy, and such proceeding has not been dissolved within sixty (60) calendar days. Any terms contained herein which by their nature are required or intended to be observed or performed after termination of this contract shall survive termination.

5. TERMINATION/RESCHEDULING. PURCHASER may terminate this contract for convenience by providing written notice to ALLEGRO no later than forty-five (45) calendar days prior to ALLEGRO’s most recent commitment to manufacture or deliver the products referred to in such notice. ALLEGRO’s liability for such termination shall include the cost of completed items, work in progress and raw materials purchased for PURCHASER. PURCHASER shall not reschedule order line items.