

ALLEGRO MICROSYSTEMS, LLC
TERMS AND CONDITIONS OF PURCHASE

1. ACCEPTANCE. This Purchase Order (“Order”) constitutes a contract whereby Allegro MicroSystems, LLC (“Purchaser”) purchases from the “Seller” to whom this Order is issued in accordance with the terms and conditions stated herein. This Order may be revoked at any time prior to Purchaser’s receipt of written acceptance by Seller. This Order expressly limits acceptance to the terms of this Order and Purchaser expressly objects to any different or additional terms contained in any response to this Order. To the extent that this Order 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 the shipment of the products covered by this Order (“Goods”) or work performed by Seller (“Services”) shall constitute such assent. In addition to the other terms in this Order, this Order expressly includes all implied warranties and all of Purchaser’s remedies set forth in the Uniform Commercial Code and similar laws in other countries. The terms of this Order are the sole and exclusive terms on which Purchaser agrees to be bound.

2. DELIVERIES; RISK OF LOSS. Time is of the essence in this Order. Deliveries of the Goods shall be made in the quantities, in the method, to the place, and on the dates specified in the Order, unless changed by written instructions from Purchaser prior to shipment or performance. Seller shall promptly inform Purchaser of any anticipated delay in shipment or performance. Purchaser reserves the right to return, shipping charges collect, all Goods received more than seven (7) business days in advance of the specified delivery date or after the specified delivery date. If this Order calls for delivery in installments and Seller fails to deliver an installment on the designated delivery date, Purchaser may decline to accept subsequent installments and terminate the balance of this Order.

Goods shall be shipped per the instructions provided in any Order or as otherwise agreed to in a writing by Purchaser. Risk of loss or damage to Goods shall not pass to Purchaser until delivery of Goods to the location specified in the applicable Order and accepted by Purchaser. Goods will be delivered free and clear of liens and encumbrances.

3. CHANGES. Purchaser may at any time direct changes to drawings or specifications for goods to be produced hereunder, the method of shipping or packing of goods or their place of delivery, and Seller agrees to make such changes, provided that Seller shall be entitled to an equitable adjustment of the price of goods or the time required for performance under this Order. No claim for adjustment shall be valid unless asserted within thirty (30) days from date Seller receives notification of such change, unless such period is extended in writing by Purchaser.

4. QUALITY REQUIREMENTS. Seller shall comply, and shall cause all Goods and/or Services to comply, with all applicable Purchaser quality requirements and Seller shall not change the material components, manufacturing processes or methods used in production of the products covered by this Order without Purchaser’s prior written consent. Furthermore, Seller warrants that it shall comply with the requirements and obligations of Purchaser’s Code of Business Conduct. Quality documents and the Code of Business Conduct are available upon request.

5. WARRANTY. Seller warrants to Purchaser and its customers that it shall perform all Services hereunder in a competent and professional manner in accordance with the terms of this Order, industry accepted standards and all applicable laws and that the Goods shall be free of liens, new and unused, perform in accordance with all applicable specifications, including Seller’s published specifications, and be free from defects in materials, workmanship and design for a period of two (2) years from Purchaser’ receipt of such Goods. Seller further warrants it has the capability, experience, registrations, licenses, permits, and governmental approvals required to sell the Goods and perform the Services. Seller will perform the Services in a timely, efficient, professional and workmanlike manner in accordance with the applicable Order and to Purchaser’ satisfaction. Services include all incidental services and tasks necessary to perform the Order and provide acceptable Services. All Services shall be deemed “works made for hire”. To the extent any of the Services are not deemed “works made for hire” by operation of law, Seller hereby irrevocably assigns, transfers and conveys to Purchaser without further consideration all of its right, title and interest in such Services, including any related or accompanying documentation and any software or other goods necessary for the provisions of the Services, and all rights of patent, copyright, trade secret or other proprietary rights in such materials. Seller acknowledges that Purchaser shall have the right to obtain and hold in their own name the intellectual property rights in and to such Services and software. Without limiting Purchaser’ right to pursue any applicable remedies, Goods not meeting this warranty may in particular be returned to Seller for credit or replacement at Seller’s expense, and at Purchaser’ option, and Services not meeting this warranty shall be re-performed or fees reimbursed, at Purchaser’ option. Seller will be responsible for all costs incurred by Purchaser and its customers in rectifying such failures, including, without limitation, for any breach of this WARRANTY.

6. SECURITY OF SUPPLY. Seller acknowledges that Purchaser is depending upon Seller’s performance under this

Order in order for Purchaser to meet its obligations to its customers. Accordingly, Seller will ensure an uninterrupted supply of Goods to Purchaser in accordance with the terms of this Order and may not suspend its performance under this Order or terminate all or any part of this Order for any reason without the written consent of an authorized representative of Purchaser. Furthermore, Seller shall not discontinue production of the Goods without providing at least twelve (12) months written notice to Purchaser prior to the discontinuance of Goods. For the avoidance of doubt, this notice requirement will not apply where Purchaser has not purchased the Goods from Seller over a continuous two (2) year period. For any discontinuance of the Goods, Seller shall provide Purchaser with a last-time-buy period of at least an additional six (6) months from the notice period to place orders with Seller for last time purchases. In the event Seller fails to provide sufficient notice or last-time-buy Goods to Purchaser, Seller shall be responsible for any and all damages incurred by Purchaser and the customers of Purchaser resulting from any lack of Goods or inability to deliver Goods as specified in any Order placed prior to or within the last-time-buy period.

7. INSPECTION. Purchaser shall not be obligated to inspect or test any goods, but goods purchased hereunder shall be subject to inspection or testing to the extent determined by Purchaser prior to acceptance of the goods. No inspection or test made prior to final inspection and acceptance at Purchaser's designated delivery point shall relieve Seller from responsibility for defects. Purchaser shall have the right to enter Seller's facilities at reasonable times to inspect the facility, goods covered hereunder, the processing of the same and any property owned by Purchaser.

8. COMPLIANCE WITH LAWS. In performing pursuant to this Order, Seller shall comply with all applicable federal, state and local laws or regulations, including without limitation the Foreign Corrupt Practices Act, the U.K. Bribery Act, export laws and regulations, laws prohibiting discrimination in employment, laws relating to protection of the environment and health and safety laws. Upon request, Seller shall furnish Purchaser with confirmation of its compliance with such laws and regulations.

9. TERMINATION FOR BREACH. Purchaser may, by written notice, terminate this Order in whole or part if Seller: (a) repudiates or breaches any provision of this Order; (b) fails to deliver goods or perform services within the time specified; or (c) fails to make sufficient progress in fulfillment of its obligations so as to endanger timely performance hereunder and such failure is not cured within ten (10) days (or such shorter time as may be commercially reasonable under the circumstances) after written notice from Purchaser. In the event of termination, Purchaser may procure, upon such terms as Purchaser deems appropriate, substantially similar goods or services and Seller shall be liable to Purchaser for any excess cost to Purchaser.

10. TERMINATION WITHOUT CAUSE. Purchaser may at any time terminate all or any part of this Order, for any reason, upon written notice to Seller. In such case, Purchaser shall pay Seller all amounts due hereunder for delivered and accepted goods and services, and shall pay Seller an amount equal to the actual cost of raw materials and work-in-process applicable to the terminated portion of this Order, provided that Seller shall submit to Purchaser within thirty (30) days after the termination notice a written claim in such form and with supporting documents as specified by Purchaser. Purchaser shall not otherwise be liable to Seller or any subcontractor of Seller.

11. INSOLVENCY. Purchaser may immediately cancel this Order with no liability to Seller in the event of insolvency of Seller; filing of a voluntary or involuntary petition in bankruptcy concerning Seller; appointment of a receiver or trustee for Seller; the making of an assignment for the benefit of creditors of Seller; or a comparable event.

12. INDEMNIFICATION; RECALL. Seller shall indemnify and hold Purchaser harmless from and against any and all causes of action, claims, liabilities, losses, damages, costs or expenses (including attorneys' fees) arising out of: (a) any actual or alleged infringement of any patent, copyright, trademark or any other intellectual property right covering any item purchased hereunder; (b) any death or injury to any person or damage to any property alleged to have resulted from any goods purchased hereunder or work performed by Seller; (c) failure of Seller or the goods to comply with applicable laws or safety regulations; or (d) any design or manufacturing defect relating to any of the goods. Seller shall indemnify Purchaser hereunder, to the extent attributable to Seller, for all costs incurred by Purchaser as a result of any recall, service campaign or similar program initiated by Purchaser's customer, or any governmental agency, with respect to the goods or the products of Purchaser into which the goods are incorporated.

13. LIMITATION ON DAMAGES. IN NO EVENT SHALL PURCHASER BE LIABLE TO SELLER (OR TO ANYONE ASSERTING A CLAIM ON SELLER'S BEHALF) FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION LOST PROFITS.

14. INTELLECTUAL PROPERTY. Each party will retain ownership of its intellectual property rights and technology as they existed prior to negotiations leading to the issuance of this Order. In the event Seller makes or creates any invention, patentable discovery, improvement or process based on technical data, information or

proposals provided by Purchaser, Seller shall notify Purchaser thereof and the parties shall negotiate in good faith concerning the ownership of the intellectual property rights.

15. NONDISCLOSURE OF CONFIDENTIAL INFORMATION. Goods produced hereunder with Purchaser's specifications or drawings shall not be sold to or quoted for sale to other parties without Purchaser's express written authorization, which Purchaser may withhold in its sole discretion. Any specifications, drawings, samples or other data furnished by Purchaser shall be treated as confidential information by Seller, shall remain Purchaser's property and shall be returned to Purchaser on demand. Any documents or data prepared by Seller that incorporate or disclose any confidential information of Purchaser shall be returned to Purchaser upon demand, or destroyed upon demand of Purchaser with certification of such destruction.

16. TOOLING AND DOCUMENTS. All specifications, drawings or other documents and data furnished by Purchaser, and all tools, dies, molds, jigs, fixtures or patterns which have been furnished, paid for or charged against Purchaser, shall remain the property of Purchaser and shall be delivered in good condition, normal wear and tear excepted, to Purchaser immediately upon demand.

17. NO IMPLIED WAIVER. The failure of a party to enforce at any time any of the provisions of this Order, or to elect any option provided herein, shall in no way affect the right of such party to require such performance at any time thereafter, nor shall the waiver of any breach of a provision hereof be construed as a waiver of any succeeding breach of the same or any other provision.

18. NO ASSIGNMENT. No right or obligation under this Order shall be assigned or subcontracted by Seller without the prior written consent of Purchaser.

19. GOVERNING LAW. This Order and the performance of the parties with respect to the terms and conditions herein shall be construed according to the laws of the State of New Hampshire.

20. FORCE MAJEURE. Neither party shall 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 their respective control. The party facing force majeure events shall notify the other party in writing of the current status without undue delay. In the event a party claiming force majeure is unable to resume normal operations after a period of thirty (30) days from providing notice to the other party, the other party has the right to terminate this Order and seek provision of Goods or Services from another provider.

21. ENTIRE AGREEMENT; AMENDMENT. This Order, together with any attachments, exhibits or supplements specifically referenced herein constitutes the entire agreement between Seller and Purchaser with respect to the subject matter hereof and supersedes all prior or written understandings or agreements. This Order may only be amended by a written document executed by a duly authorized representative of Purchaser.