

MICRO-MEASUREMENTS E-COMMERCE SITE
TERMS AND CONDITIONS

Effective Date: June 22, 2020

Micro-Measurements, a brand of Vishay Precision Group, Inc. (“MM”, “our”, “us” or “we”) grants you access to our e-commerce site located at <https://shopvpg.crmmobiledesk.com/> (the “Store”) conditioned on your acceptance of these terms and conditions (these “Terms”).

PLEASE READ THESE TERMS CAREFULLY. THESE TERMS CONSTITUTE A LEGALLY BINDING AGREEMENT BETWEEN YOU AND US, AND BY PLACING AN ORDER ON THE STORE OR OTHERWISE ACCESSING THE STORE, YOU AGREE TO BE BOUND AND ABIDE BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST EXIT THE STORE IMMEDIATELY. IF YOU ARE USING THE STORE AS AN INDIVIDUAL, YOU REPRESENT THAT YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH US, AND IF YOU ARE ACCEPTING THESE TERMS ON BEHALF OF A LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO DO SO.

These Terms provide that all disputes between you and us will be resolved by BINDING ARBITRATION. ACCORDINGLY, YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT (INCLUDING IN A CLASS ACTION PROCEEDING) to assert or defend your rights under these Terms (except for matters that may be taken to small claims court). Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury and your claims cannot be brought as a class action. Please review the section of these Terms titled “Dispute Resolution; Arbitration Agreement” for the details regarding your agreement to arbitrate any disputes with us.

1. Account Creation and Activity

By creating an account for the Store, you will be able to access certain offers and special features. To create an account, you will be required to provide certain information to us, including certain personal information. All information that you provide to us when creating an account or otherwise when making purchases through the Store must be accurate and complete and you must promptly update that information as necessary to ensure that it remains accurate and complete.

You are responsible for all activity that occurs on your account and you must maintain the confidentiality of your user name and password. You further agree not to grant any third party access to your account and to immediately notify us if you suspect that any third party has gained access to it.

2. Restrictions on Use

You agree that you will not yourself or through any third party: (i) use the Store, Proprietary Materials or the products sold on the Store (each, a “Product” and, collectively, the “Products”) in a manner that violates applicable laws or the rights of third parties, including intellectual property laws and third-party rights with respect thereto; (ii) engage in any conduct that restricts or inhibits anyone’s use of the Store or which may harm us or other users of the Store; (iii) violate the security of the Store, including by using any device, software or routine that interferes with the proper functioning of the Store, accessing or attempting to access any systems or servers on which the Store is hosted, modifying or altering the Store in any way or forging headers, misrepresenting your identity or otherwise manipulating identifiers to deceive others; (iv) use automated data extraction tools or manual processes to extract Proprietary

Materials from the Store; or (v) remove, conceal or alter any identification, copyright or other proprietary rights notices or labels on the Store, Proprietary Materials or the Products.

3. Privacy Policy

We will treat all personal information that you provide to us through the Store in accordance with our privacy policy located at <https://shopvpg.crmmobiledesk.com/> (the “Privacy Policy”). By using the Store, you consent to the privacy practices set forth in the Privacy Policy.

4. Proprietary Materials

The Store contains content, information, trademarks and other proprietary materials that belong to us and our licensors, which are protected by copyright, trademark and other intellectual property laws (collectively, “Proprietary Materials”).

You should assume that everything on the Store is Proprietary Materials, and you shall not reproduce, distribute, publicly display, publicly perform, create derivative works of or otherwise use or exploit Proprietary Materials in any way without our prior written consent. Commercial use of Proprietary Materials is strictly prohibited. All rights not expressly granted herein are reserved to us and our licensors.

5. Operation of the Store; Changes to Assortment, Availability and Pricing of the Products

At any time without notice, liability or obligation to you, we may, in our sole discretion, (i) change, suspend or terminate operation of the Store; (ii) change the assortment of the Products; (iii) discontinue the Products; (iv) change the pricing of the Products; and (v) change or end special pricing for the Products.

6. Order Acceptance

Any order that you place with us is subject to product availability and acceptance by us. When you place your order online we will send you an email to confirm that we have received it. This email confirmation will be produced automatically so that you have confirmation of your order details, items and applicable charges. Once the order is process through our system, a second email will be generated to provide shipment release confirmation, including AWB number details.

7. Taxes; Freight

The prices listed on the Store do not include taxes or freight. Taxes and freight are listed separately at checkout according to the shipping address.

8. Payment

Payment is due in full at the time of purchase.

9. Delivery; Risk of Loss

While we will endeavor to adhere to the delivery date for each Product listed during checkout, it is an estimate only, and we will not be liable for any delay in delivery or the consequences thereof however

caused.

We may postpone delivery at your request. In such event, we may store the affected Products at our own premises or elsewhere at your sole risk and all storage, insurance, freight charges and other additional costs incurred shall be charged to and promptly paid by you.

We shall deliver the Products to you EXW (Incoterms® 2010) at our facilities in Wendell, North Carolina. Risk of loss will pass to you upon such delivery.

10. Modifications and Cancellations; Returns

Orders cannot be modified or cancelled once placed. All sales are final and returns are not permitted, except under our applicable warranty policy.

11. Discrepancies

In the event of a discrepancy between the Products that you ordered and those that you received, you must advise us in writing at mmwd.customerservice@vpgsensors.com within four (4) weeks of your receipt of such Products. Claims outside of this period will not be considered. We have the right to inspect, re-count or re-weigh the Products at issue.

12. Export Control Regulations

The Products may be subject to United States export control requirements pursuant to the Export Administration Regulations, 15 C.F.R. §§ 730 -774. To the extent you export or re-export the Products, you shall comply with all such regulations.

13. Third-Party Websites

We may include links on the Store to third-party websites that we do not control or operate (each, a "Third-Party Website"). We are not responsible for any information, content, advertising, products, services or other materials on any Third-Party Website, and the presence of such links does not constitute our endorsement, approval or sponsorship of any Third-Party Website. If you choose to link to any Third-Party Website, you are doing so at your own risk and you will be subject to the legal terms governing the use of that website. Therefore, before interacting with any Third-Party Website, you should consult the applicable legal terms. We expressly disclaim any and all liability resulting from your use of any Third-Party Website.

14. Disclaimer

THE STORE, PROPRIETARY MATERIALS AND, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED BY MM IN A SPECIFIC WARRANTY FOR A PRODUCT AVAILABLE AT WWW.MICRO-MEASUREMENTS.COM/KNOWLEDGE-BASE/QUALITY-INFO, THE PRODUCTS (EACH, A "PRODUCT-SPECIFIC WARRANTY") AND, COLLECTIVELY, "PRODUCT-SPECIFIC WARRANTIES" ARE PROVIDED "AS-IS", "WHERE-IS" AND "AS-AVAILABLE," WITH ALL FAULTS AND WITHOUT WARRANTIES OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MM HEREBY DISCLAIMS ON BEHALF OF OURSELF AND OUR AFFILIATES, SERVICE PROVIDERS AND LICENSORS AND OUR AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY, THE "MM PARTIES") ALL WARRANTIES OF ANY KIND, EXPRESS,

IMPLIED OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, NEITHER MM NOR THE MM PARTIES REPRESENT OR WARRANT THAT THE STORE WILL BE ERROR-FREE, THAT DEFECTS, IF ANY, WILL BE CORRECTED OR THAT THE STORE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; NOR DOES MM OR THE MM PARTIES MAKE ANY REPRESENTATIONS OR WARRANTIES ABOUT THE ACCURACY, COMPLETENESS, RELIABILITY, TIMELINESS, QUALITY, PERFORMANCE OR SUITABILITY OF THE STORE, PROPRIETARY MATERIALS OR THE DESCRIPTIONS AND IMAGES OF OR THE SPECIFICATIONS AND OTHER DETAILS FOR THE PRODUCTS PROVIDED ON THE STORE.

15. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL MM OR THE MM PARTIES BE LIABLE TO YOU FOR ANY DIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, INDIRECT OR SPECIAL DAMAGES OF ANY NATURE ARISING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OR ANY OTHER LEGAL THEORY, EVEN IF SUCH PARTY HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

NOTWITHSTANDING THE FOREGOING, IF YOU SUBMIT A WARRANTY CLAIM TO US IN ACCORDANCE WITH THE APPLICABLE PRODUCT-SPECIFIC WARRANTY DURING THE WARRANTY PERIOD SET FORTH THEREIN AND WE DETERMINE THAT THE PRODUCT FAILS TO CONFORM TO SUCH PRODUCT-SPECIFIC WARRANTY, YOUR SOLE AND EXCLUSIVE REMEDY AND OUR SOLE AND EXCLUSIVE LIABILITY IS AS SET FORTH IN SUCH PRODUCT-SPECIFIC WARRANTY. IN ADDITION, IN NO EVENT SHALL MM'S OR THE MM PARTIES MAXIMUM AGGREGATE LIABILITY HEREUNDER EXCEED THE AMOUNT PAID FOR THE PRODUCTS AT ISSUE.

16. Indemnification

You shall indemnify, defend and hold harmless MM and the MM Parties from and against any and all claims, actions, damages, obligations, losses, liabilities, costs and expenses (including reasonable attorneys' fees, costs of collection and other costs of defense) arising out of or relating to your use of the Store, Proprietary Materials or the Products or your violation of these Terms.

17. Account Suspension or Termination; Termination of these Terms

We may, without notice, liability or obligation to you, in our sole discretion, immediately limit, suspend or terminate your account if you breach these Terms or engage in conduct that we believe is in violation of applicable law or our rights or the rights of other users of the Store.

We may further, without notice, liability or obligation to you, in our sole discretion, immediately terminate these Terms if you breach these Terms or engage in conduct that we believe is in violation of applicable law or our rights or the rights of other users of the Store.

Upon termination of these Terms, your right to use the Store and Proprietary Materials will immediately terminate, but your obligations with respect to orders that you placed through the Store during the term of these Terms will survive.

18. Dispute Resolution; Arbitration Agreement

We and you agree that all disputes arising from or relating to the Store, Proprietary Materials or the Products, any relationship between you and us or you and any company or person employed by or

affiliated with us, these Terms or any policies or practices of any of the foregoing companies or persons (each, a “Dispute” and, collectively, “Disputes”) will only be resolved subject to FINAL AND BINDING ARBITRATION as set forth in this section, and may only be resolved through an individual arbitration governed by the Federal Arbitration Act to the maximum extent permitted by applicable law. You further agree that we shall not have a legal obligation to mitigate any of our potential or actual losses sustained hereunder.

WE AND YOU GIVE UP OUR RESPECTIVE RIGHTS TO GO TO COURT IN CONNECTION WITH ANY DISPUTE AND SUCH RIGHTS WILL BE DETERMINED BY A NEUTRAL ARBITRATOR, NOT A JUDGE OR JURY. NEITHER WE NOR YOU SHALL BRING OR PARTICIPATE IN ANY CLASS ACTION OR OTHER CLASS PROCEEDING IN CONNECTION WITH ANY DISPUTE. Neither we nor you agree to class arbitration or any other arbitration proceedings where a person brings a dispute as a representative of other persons.

If we and you are unable to resolve a Dispute by informal means, the arbitration of that Dispute will be administered by the American Arbitration Association (AAA) in Philadelphia, Pennsylvania in accordance with the Commercial Arbitration Rules, and if deemed appropriate by the arbitrator, the Supplementary Procedures for Consumer-Related Disputes. Any proceeding to enforce this arbitration agreement must be brought in the United States District Court for the Eastern District of Pennsylvania or in any Pennsylvania state court of competent jurisdiction with venue lying in Philadelphia County, Pennsylvania to the exclusion of all other forums.

19. Modifications to these Terms

We reserve the right, in our sole discretion, to modify these Terms at any time without notice to you. We will post all modifications to these Terms on the Store and they will become effective immediately upon being posted. Your continued use of the Store following the posting of such modifications constitutes your acceptance of them. Therefore, you should check the Effective Date of these Terms each time that you visit the Store and review any modifications made since the last time that you visited it.

20. Force Majeure

We will not be liable for any delay in delivery, failure to deliver or any other failure or delay in performance due to any cause beyond our reasonable control, including any strike, lockout, labor dispute, fire, breakdown of machines, natural or other disaster, act of God or act of war or terror, and we will have the right to terminate an order without liability in the event a force majeure event lasts for more than thirty (30) days.

21. Governing Law

These Terms and all Disputes will be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without reference to the choice of law provisions of any jurisdiction.

22. Complete Agreement

These Terms, the Privacy Policy and, to the extent applicable, Product-Specific Warranties for the Products that you have purchased, constitute the entire agreement between you and us with respect to the subject

matter hereof and thereof and supersede all prior and contemporaneous agreements, whether oral or written, between us and you with respect to the same.

23. Severability

If any provision of these Terms is held to be invalid or unenforceable by a court of competent jurisdiction, then the invalid or unenforceable provision will be deemed superseded by a valid and enforceable provision that most closely matches the intent of the original provision, and the remainder of these Terms will remain in full force and effect.

24. Contact Us

If you have any questions about these Terms, please contact us at mmwd.customerservice@vpgsensors.com.