

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

**FORM 8-K**

**CURRENT REPORT**  
Pursuant to Section 13 OR 15(d) of the Securities Exchange Act of 1934

Date of Report (date of earliest event reported) August 13, 2024

**Vishay Intertechnology, Inc.**

(Exact name of registrant as specified in its charter)

Delaware	1-7416	38-1686453
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(I.R.S. Employer Identification Number)
63 Lancaster Avenue Malvern, PA		19355-2143
(Address of Principal Executive Offices)		Zip Code
Registrant's telephone number, including area code 610-644-1300		

(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading symbol	Name of exchange on which registered
Common stock, par value \$0.10 per share	VSH	New York Stock Exchange

## Item 8.01 – Other Events

### *Credit Agreement Amendment*

On August 15, 2024, Vishay Intertechnology, Inc. ("Vishay") entered into a First Amendment to the Credit Agreement among Vishay Intertechnology, Inc. and JPMorgan Chase Bank, N.A., as administrative agent, and the lenders and other parties thereto ("First Amendment").

The First Amendment makes the following modifications to the Credit Agreement dated as of June 5, 2019, as amended and restated as of May 8, 2023 (the "Amended and Restated Credit Agreement"):

- The Interest Coverage Ratio has been redefined for any test period ending on or after September 28, 2024, to be the ratio of Consolidated EBITDA for such test period to Consolidated Cash Interest Expense, as those terms are defined in the Amended and Restated Credit Agreement, for such test period.
- The required Interest Coverage Ratio for any test period ending on or after September 28, 2024 has been changed to a minimum of 3.25 to 1.00, reflecting the revised definition.
- The threshold regarding Indebtedness of Foreign Subsidiaries, under the First Amendment, has been increased to the greater of \$300 million and 15% of Consolidated Tangible Net Worth as of the last day of the fiscal quarter for which financial statements are delivered. The related threshold of Investments of Subsidiaries that are not Loan Parties, taken together with the aggregate amount of loans and advances as well as guarantees of any Indebtedness of such Subsidiaries has also been increased to \$300 million.

Other significant terms and conditions of the Amended and Restated Credit Agreement have not been modified.

The foregoing description is qualified in its entirety by reference to the First Amendment, which is attached hereto as Exhibit 10.1 and is incorporated herein by reference.

Capitalized terms used but not defined herein have the meaning ascribed to such terms in the Amended and Restated Credit Agreement.

### *Cash Dividend Declaration*

On August 13, 2024, Vishay declared a quarterly cash dividend of \$0.10 per share of common stock and Class B common stock outstanding payable on September 26, 2024 to stockholders of record at the close of business on September 10, 2024. A copy of the press release announcing the dividend declaration is attached as Exhibit 99.1 to this report.

## Item 9.01 – Financial Statements and Exhibits

### (d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
<a href="#">10.1</a>	<a href="#">First Amendment to the Amended and Restated Agreement, dated as of August 15, 2024, among Vishay Intertechnology, Inc. and JPMorgan Chase Bank, N.A., as administrative agent, and the lenders and other parties thereto.</a>
<a href="#">99.1</a>	<a href="#">Press Release dated August 13, 2024.</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

**Signature**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: August 15, 2024

VISHAY INTERTECHNOLOGY, INC.

By: /s/ David L. Tomlinson

Name: David L. Tomlinson  
Title: Senior Vice President - Chief Accounting Officer

FIRST AMENDMENT dated as of August 15, 2024 (this "Amendment"), to the Credit Agreement dated as of June 5, 2019, as amended and restated as of May 8, 2023 (the "Existing Credit Agreement"), among VISHAY INTERTECHNOLOGY, INC., (the "Borrower"), the LENDERS party thereto and JPMORGAN CHASE BANK, N.A., as Administrative Agent (in such capacity, the "Administrative Agent").

Capitalized terms used but not otherwise defined herein (including in the preamble and recitals hereto) have the meanings assigned to them in the Existing Credit Agreement.

WHEREAS, the Borrower has requested that certain modifications be made to the Existing Credit Agreement in the manner set forth below and the Administrative Agent and each of the Lenders and Issuing Banks party hereto, which Lenders and Issuing Banks constitute the Required Lenders under the Existing Credit Agreement, are willing to agree to the amendments set forth herein, in each case, on the terms and subject to the conditions set forth herein.

NOW THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and intending to be legally bound, the parties hereto hereby agree as follows:

SECTION 1 Amendments to the Existing Credit Agreement. Effective as of the First Amendment Effective Date (as defined below), the Existing Credit Agreement is hereby amended as follows:

(a) Section 1.01 of the Existing Credit Agreement is hereby amended by replacing the definition of "Interest Coverage Ratio" with the following:

“Interest Coverage Ratio” means, (x) for any Test Period ending on or after September 28, 2024, the ratio of (i) Consolidated EBITDA for such Test Period to (ii) Consolidated Cash Interest Expense for such Test Period, and (y) for any Test Period ending prior to September 28, 2024, the ratio of (i) Consolidated EBITDA less Capital Expenditures for such Test Period to (ii) Consolidated Cash Interest Expense for such Test Period.”;

(b) Section 6.01(a)(vii) of the Existing Credit Agreement is hereby amended to read as follows:

“(vii) Indebtedness of Foreign Subsidiaries; provided that the aggregate outstanding principal amount of Indebtedness incurred in reliance on this clause (vii) shall not at any time of incurrence exceed the greater of (x) \$300,000,000 and (y) 15% of Consolidated Tangible Net Worth as of the last day of the fiscal quarter, if any, of the Borrower most recently ended for which financial statements shall have been delivered pursuant to Section 5.01(a) or 5.01(b);”

(c) Section 6.04(b)(iii)(C) of the Existing Credit Agreement is hereby amended to read as follows:

“(C) the aggregate amount of such Investments by the Loan Parties in Subsidiaries that are not Loan Parties, taken together with the aggregate amount of loans and advances by the Loan Parties to, and Guarantees by the Loan Parties of Indebtedness of Subsidiaries that are not Loan Parties made in reliance on clauses (iv) and (v) below, but excluding all such Investments, loans, advances and Guarantees existing on the date hereof and permitted by clause (ii) above, and net of any dividends, distributions, returns of capital or payments of Indebtedness made to the Loan Parties by Subsidiaries that are not Loan Parties and release of Guarantees of Indebtedness of non-Loan Parties, shall not exceed \$300,000,000; and provided further that in no event shall any Subsidiary that is a Material Domestic Subsidiary cease to be a Loan Party pursuant to this clause (iii) except as a result of a consolidation, merger or similar transaction in which the continuing or surviving Person is a Loan Party;”

(d) Section 6.12 of the Existing Credit Agreement is hereby amended to read as follows:

“The Borrower will not permit the Interest Coverage Ratio (x) for any Test Period ending on or after September 28, 2024 to be less than 3.25 to 1.00, and (y) for any Test Period ending prior to September 28, 2024 to be less than 2.00 to 1.00.”

(e) Section 9.12 of the Existing Credit Agreement is hereby amended by adding the following “For the avoidance of doubt, nothing in this Section 9.12 shall prohibit any Person from voluntarily disclosing or providing any Information within the scope of this confidentiality provision to any governmental, regulatory or self-regulatory organization (any such entity, a “Regulatory Authority”) to the extent that any such prohibition on disclosure set forth in this Section 9.12 shall be prohibited by the laws or regulations applicable to such Regulatory Authority.” at the end of Section 9.12.

(f) Each reference in the Existing Credit Agreement (including in Schedule 2.01) to "UniCredit Bank AG, New York Branch" or "UniCredit Bank AG" is hereby replaced with "UniCredit Bank GmbH, New York Branch".

SECTION 2                                Representations and Warranties. The Borrower represents and warrants to the Administrative Agent and to each of the Lenders, as of the First Amendment Effective Date, that:

(a)                this Amendment to be entered into by each Loan Party are within such Loan Party’s corporate or other organizational powers and have been duly authorized by all necessary corporate or other organizational and, if required, stockholder or other equityholder action of each Loan Party. This Amendment has been duly executed and delivered by the Borrower and each of the other Loan Parties and constitutes a legal, valid and binding obligation of the Borrower and each Loan Party enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors’ rights generally and to general principles of equity, regardless of whether considered in a proceeding in equity or at law;

(b)                at the time of and immediately after giving effect to this Amendment, the representations and warranties of each Loan Party set forth in the Loan Documents are true and correct (i) in the case of the representations and warranties qualified as to materiality, in all respects and (ii) otherwise, in all material respects, in each case on and as of the First Amendment Effective Date, except in the case of any such representation and warranty that expressly relates to a prior date, in which case such representation and warranty is so true and correct in all material respects (or in all respects, as applicable) on and as of such prior date; and

(c)                at the time of and as of the First Amendment Effective Date, after giving effect to this Amendment, no Default has occurred and is continuing.

SECTION 3                                Effectiveness. This Amendment shall become effective on the first date on which the Administrative Agent (or its counsel) shall have received duly executed counterparts (which may include telecopy, emailed .pdf or any other electronic means as set forth in Section 7 of this Amendment) hereof that, when taken together, bear the authorized signatures of the Administrative Agent, the Borrower, the other Loan Parties and Lenders constituting the Required Lenders (such date, the “First Amendment Effective Date”).

The Administrative Agent shall notify the Borrower and the Lenders of the First Amendment Effective Date, and such notice shall be conclusive and binding.

SECTION 4                                Effect of Amendment; No Novation.

(a)                Except as expressly set forth herein, this Amendment shall not by implication or otherwise limit, impair, constitute a waiver of, or otherwise affect the rights and remedies of the Administrative Agent or the Lenders under the Existing Credit Agreement, the Security Documents or any other Loan Document, and shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Existing Credit Agreement, the Security Documents or any other Loan Document, all of which shall continue in full force and effect in accordance with the provisions thereof. Nothing herein shall be deemed to entitle any Loan Party to a consent to, or a waiver, amendment, modification or other change of, any of the terms, conditions, obligations, covenants or agreements contained in the Existing Credit Agreement, as amended hereby, the Security Documents or any other Loan Document in similar or different circumstances.

(b)                On and after the First Amendment Effective Date, each reference in the Existing Credit Agreement to “this Agreement”, “hereunder”, “hereof”, “herein”, or words of like import, as used in the Existing Credit Agreement, shall refer to the Existing Credit Agreement as amended hereby, and the term “Credit Agreement”, as used in any Loan Document, shall mean the Existing Credit Agreement as amended hereby. This Amendment shall constitute a “Loan Document” for all purposes of the Existing Credit Agreement and the other Loan Documents.

(c)                This Amendment shall not extinguish the obligations for the payment of money outstanding under the Existing Credit Agreement or discharge or release any Guarantee thereof. Nothing herein contained shall be construed as a substitution or novation of the Secured Obligations (as defined in the Collateral Agreement) outstanding under the Existing Credit Agreement or the Security Documents, which shall remain in full force and effect. Nothing expressed or implied in this Amendment or any other document contemplated hereby shall be construed as a release or other discharge of the Borrower under the Existing Credit Agreement or any Loan Party under any Loan Document (as defined in the Existing Credit Agreement) from any of its obligations and liabilities thereunder.

SECTION 5                                Waiver. Pursuant to the request by the Borrower, the Administrative Agent and Lenders party hereto hereby waive the requirement pursuant to the Collateral and Guarantee Requirement and Section 3.01(a) of the Collateral Agreement that Vishay Dale Electronics, LLC (i) pledge to the Administrative Agent, for the benefit of the Secured Parties, a security interest in the Equity Interests it directly owns in Ametherm, Inc. and (ii) deliver any Pledged Securities related thereto, so long as Ametherm, Inc. merges with and into Vishay Dale Electronics, LLC, as permitted by Section 6.03(a) of the Credit Agreement, by March 31, 2025. This waiver set forth in Section 5 shall not be construed as a waiver of any breach, Default or Event of Default other than as specifically waived herein or (ii) affect the right of the Lenders to demand compliance by the Loan Parties with all terms and conditions of the Loan Documents, except as specifically modified or waived by this Amendment.

SECTION 6                                Reaffirmation. Each of the Borrower and the entities party hereto as “Subsidiary Loan Parties” (the “Subsidiary Loan Parties” together with the Borrower, the “Reaffirming Loan Parties”) hereby acknowledges that it expects to receive substantial direct and indirect benefits as a result of this Amendment and the transactions contemplated hereby. Each Reaffirming Loan Party hereby further (i) confirms its guarantees, pledges and grants of security interests, as applicable,

under each of the Loan Documents to which it is party and (ii) agrees that, notwithstanding the effectiveness of this Amendment and the transactions contemplated hereby, its guarantees, pledges and grants of security interests, as applicable, under each of the Loan Documents to which it is party shall continue to be in full force and effect and shall accrue to the benefit of the Secured Parties (and shall be determined after giving effect to this Amendment).

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SECTION 7                                    Governing Law; Jurisdiction; Consent to Service of Process; Jury Trial Waiver. THE PROVISIONS CONCERNING (A) GOVERNING LAW, JURISDICTION AND CONSENT TO SERVICE OF PROCESS SET FORTH IN SECTION 9.09 OF THE EXISTING CREDIT AGREEMENT AND (B) JURY TRIAL WAIVER SET FORTH IN SECTION 9.10 OF EXISTING CREDIT AGREEMENT SHALL APPLY TO THIS AMENDMENT AND ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

SECTION 8                                    Counterparts. This Amendment may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in or relating to this Amendment and/or any document to be signed in connection with this Amendment and the transactions contemplated hereby shall be deemed to include Electronic Signatures (as defined below), deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be. “Electronic Signatures” means any electronic symbol or process attached to, or associated with, any contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record.

SECTION 9                                    Severability. Any provision of this Amendment held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

SECTION 10                                    Headings. Section headings used herein are for convenience of reference only, are not part of this Amendment and are not to affect the construction of, or to be taken into consideration in interpreting, this Amendment.

*[Signature pages to follow.]*

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the date first above written.

BORROWER:

VISHAY INTERTECHNOLOGY, INC.

By: /s/ David L. Tomlinson

Name: David L. Tomlinson

Title: Sr. Vice President - Chief Accounting Officer

SUBSIDIARY  
PARTIES:

LOAN

VISHAY GSI, INC.

SILICONIX INCORPORATED

VISHAY BCCOMPONENTS HOLDINGS LTD.

VISHAY SPRAGUE, INC.

VISHAY AMERICAS, INC.

VISHAY HIREL SYSTEMS LLC

VISHAY SILICONIX, LLC

SILICONIX SEMICONDUCTOR, LLC

MAXPOWER SEMICONDUCTOR, INC.

By: /s/ David L. Tomlinson

Name: David L. Tomlinson

Title: Senior Vice President, Finance & Assistant Secretary

VISHAY DALE ELECTRONICS, LLC

By: /s/ David L. Tomlinson

Name: David L. Tomlinson

Title: Senior Vice President & Corporate Controller

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JPMORGAN CHASE BANK, N.A., individually and as Administrative Agent and a Lender,

By: /s/ Christine Lathrop

Name: Christine Lathrop

Title: Executive Director

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AGREEMENT OF  
VISHAY  
INTERTECHNOLOGY,  
INC.

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Title:

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VISHAY  
INTERTECHNOLOGY,  
INC.

HSBC BANK USA,  
NATIONAL  
ASSOCIATION

By: /s/  
Name:  
Title:

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VISHAY  
INTERTECHNOLOGY,  
INC.

UNICREDIT BANK  
GMBH, NEW YORK  
BRANCH

By: /s/  
Name:  
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By /s/  
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INC.

TD Bank, N.A.,

By: /s/  
Name:  
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Bank of America, N.A.

By: /s/  
Name:  
Title:

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VISHAY  
INTERTECHNOLOGY,  
INC.

MUFG Bank, Ltd.

By: /s/  
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VISHAY  
INTERTECHNOLOGY,  
INC.

KBC BANK N.V., New  
York Branch

By: /s/  
Name:  
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VISHAY  
INTERTECHNOLOGY,  
INC.

Bank Leumi le-Israel  
B.M

By: /s/  
Name:  
Title:

For lenders requiring a  
second signature line

By /s/  
Name:  
Title:

## VISHAY INTERTECHNOLOGY DECLARES QUARTERLY DIVIDEND

MALVERN, Pa., August 13, 2024 - Vishay Intertechnology, Inc. (NYSE:VSH), one of the world's largest manufacturers of discrete semiconductors and passive components, announced today that the Company's Board of Directors declared a dividend of \$0.10 per share of common stock and Class B common stock to be paid September 26, 2024 to stockholders of record as of the close of business on September 10, 2024. Future dividends will be subject to Board approval.

### About Vishay

Vishay manufactures one of the world's largest portfolios of discrete semiconductors and passive electronic components that are essential to innovative designs in the automotive, industrial, computing, consumer, telecommunications, military, aerospace, and medical markets. Serving customers worldwide, Vishay is **The DNA of tech.**<sup>TM</sup> Vishay Intertechnology, Inc. is a Fortune 1,000 Company listed on the NYSE (VSH). More on Vishay at [www.vishay.com](http://www.vishay.com).

### Forward-Looking Statements

Statements contained herein that relate to the Company's future cash dividends on its common stock and Class B common stock are forward-looking statements within the safe harbor provisions of Private Securities Litigation Reform Act of 1995. Words such as "to be," "will be," or other similar words or expressions often identify forward-looking statements. Such statements are based on current expectations only, and are subject to certain risks, uncertainties and assumptions, many of which are beyond our control. Should one or more of these risks or uncertainties materialize, or should underlying assumptions prove incorrect, actual results, performance, or achievements may vary materially from those anticipated, estimated or projected. Among the factors that could cause actual results to materially differ include: general business and economic conditions; manufacturing or supply chain interruptions or changes in customer demand due to political, economic, and health instability and military conflicts and hostilities; delays or difficulties in implementing our cost reduction strategies; delays or difficulties in expanding our manufacturing capacities; an inability to attract and retain highly qualified personnel; changes in foreign currency exchange rates; uncertainty related to the effects of changes in foreign currency exchange rates; competition and technological changes in our industries; difficulties in new product development; difficulties in identifying suitable acquisition candidates, consummating a transaction on terms which we consider acceptable, and integration and performance of acquired businesses; changes in U.S. and foreign trade regulations and tariffs, and uncertainty regarding the same; changes in applicable domestic and foreign tax regulations, and uncertainty regarding the same; changes in applicable accounting standards and other factors affecting our operations that are set forth in our filings with the Securities and Exchange Commission, including our annual reports on Form 10-K and our quarterly reports on Form 10-Q. We undertake no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise.

*The DNA of tech*<sup>TM</sup> is a trademark of Vishay Intertechnology.

Contact:

Vishay Intertechnology, Inc.  
Peter Hencici  
Executive Vice President, Corporate Development  
+1-610-644-1300