As filed with the Securities and Exchange Commission on July 19, 1994
File No. 33-

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

Form S-3
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

Vishay Intertechnology, Inc.
(Exact name of registrant as specified in its charter)

Delaware	38-1686453
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

63 Lincoln Highway
Malvern, Pennsylvania 19355-2120
(610) 644-1300
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

Richard N. Grubb
Chief Financial Officer
Vishay Intertechnology, Inc.
63 Lincoln Highway
Malvern, Pennsylvania 19355
(610) 644-1300
(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies of all communications to:

Scott S. Rosenblum, Esq.	Avi D. Eden, Esq.	Stephen H. Cooper, Esq.
Kramer, Levin, Naftalis,	335 South 16th Street	Weil, Gotshal & Manges
Nessen, Kamin & Frankel	Philadelphia, PA 19102	767 Fifth Avenue
919 Third Avenue	(215) 735-5825	New York, NY 10153
New York, NY 10022		(212) 310-8000
(212) 715-9100		

Approximate date of commencement of proposed sale to the public: As soon as practicable, after the effectiveness of the Registration Statement.

If the only securities being registered on this Form are being offered pursuant to dividend or interest reinvestment plans, please check the following box. / /

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, other than securities offered only in connection with dividend or interest reinvestment plans, check the following box. / /

Calculation of Registration Fee

TITLE OF EACH CLASS OF SECURITIES TO BE REGISTERED	AMOUNT TO BE REGISTERED	PROPOSED MAXIMUM OFFERING PRICE PER SHARE(1)	PROPOSED MAXIMUM AGGREGATE OFFERING PRICE(1)	AMOUNT OF REGISTRATION FEE
Common Stock, $.10 par value	3,162,500 shares (2)	$41.875	$132,429,687.50	$45,665.73

(1) Estimated solely for the purpose of calculating the registration fee which, pursuant to Rule 457(c), is based on the average of the high and low prices of the Common Stock reported on the New York Stock Exchange on July 13, 1994.
(2) Includes 412,500 shares of Common Stock that may be sold pursuant to the over-allotment option granted to the Underwriters.

THE REGISTRANT HEREBY AMENDS THIS REGISTRATION STATEMENT ON SUCH DATE OR DATES AS MAY BE NECESSARY TO DELAY ITS EFFECTIVE DATE UNTIL THE REGISTRANT SHALL FILE A FURTHER AMENDMENT WHICH SPECIFICALLY STATES THAT THIS REGISTRATION STATEMENT SHALL THEREAFTER BECOME EFFECTIVE IN ACCORDANCE WITH SECTION 8(a) OF THE SECURITIES ACT OF 1933 OR UNTIL THE REGISTRATION STATEMENT SHALL BECOME EFFECTIVE ON SUCH DATE AS THE COMMISSION, ACTING PURSUANT TO SECTION 8(a) OF THE SECURITIES ACT OF 1933, SHALL DETERMINE.

EXPLANATORY NOTE

This registration statement contains two forms of prospectus, of which one (the "U.S. Prospectus") is to be used in connection with an offering in the United States and Canada and the other (the "International Prospectus") is to be used in connection with a concurrent offering outside the United States and Canada. The U.S. Prospectus and the International Prospectus are identical except for the front and back cover pages and certain cross-references relating thereto. The entire form of the U.S. Prospectus is included herein and is followed by those pages of the International Prospectus that differ from the corresponding pages of the U.S. Prospectus. Each of the pages of the International Prospectus included herein is labeled "I- ." Final forms of both the U.S. Prospectus and the International Prospectus will be filed in their entirety with the Securities and Exchange Commission pursuant to Rule 424(b).

Information contained herein is subject to completion or amendment. A registration statement relating to these securities has been filed with the Securities and Exchange Commission. These securities may not be sold nor may offers to buy be accepted prior to the time the registration statement becomes effective. This prospectus shall not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of these securities in any State in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such State.

SUBJECT TO COMPLETION, DATED JULY 19, 1994 LOGO

PROSPECTUS

2,750,000 Shares

Vishay Intertechnology, Inc.

Common Stock

All of the 2,750,000 shares of Common Stock offered hereby are being sold by the Company. Of those shares, 2,200,000 shares (the "U.S. Shares") are being offered in the United States and Canada (the "U.S. Offering") by the U.S. Underwriters and 550,000 shares (the "International Shares") are being offered concurrently outside the United States and Canada (the "International Offering") by the Managers. The public offering price and the underwriting discounts and commissions are identical for both the U.S. Offering and the International Offering (collectively, the "Offering").

The Common Stock is traded on the New York Stock Exchange under the symbol VSH. On July 15, 1994, the last sale price of the Common Stock as reported on the New York Stock Exchange Composite Tape was $42.75 per share. See "Price Range of Common Stock and Dividend Policy."

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION NOR HAS THE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

	Price to Public	Underwriting Discounts and Commissions (1)	Proceeds to Company (2)
Per Share.....	$	$	$
Total(3).....	$	$	$

(1) See "Underwriting" for indemnification arrangements with the U.S. Underwriters and the Managers.

(2) Before deducting expenses of the Offering payable by the Company, estimated at $.

(3) The Company has granted the U.S. Underwriters and the Managers 30-day options to purchase in the aggregate up to 412,500 additional shares of Common Stock solely to cover over-allotments, if any. If the options are exercised in full, the total Price to Public, Underwriting Discounts and Commissions and Proceeds to Company will be $, $ and $, respectively. See "Underwriting."

The U.S. Shares are offered by the several U.S. Underwriters, subject to prior sale, when, as and if delivered to and accepted by them and subject to certain conditions, including the approval of certain legal matters by counsel. The U.S. Underwriters reserve the right to withdraw, cancel or modify the U.S. Offering and to reject orders in whole or in part. It is expected that delivery of the U.S. Shares will be made against payment therefor on or about , 1994, at the offices of Bear, Stearns & Co. Inc., 245 Park Avenue, New York, New York 10167.

Bear, Stearns & Co. Inc.

Donaldson, Lufkin & Jenrette Securities Corporation

Lehman Brothers

Merrill Lynch & Co.

Salomon Brothers Inc

, 1994

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITERS MAY OVER-ALLOT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICE OF THE COMMON STOCK AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH TRANSACTIONS MAY BE EFFECTED ON THE NEW YORK STOCK EXCHANGE OR OTHERWISE. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

AVAILABLE INFORMATION

Vishay Intertechnology, Inc. ("Vishay" or the "Company") is subject to the informational requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and in accordance therewith files reports, proxy statements and other information with the Securities and Exchange Commission (the "Commission"), all of which may be inspected and copied at the public reference facilities maintained by the Commission at Room 1024, 450 Fifth Street, N.W., Judiciary Plaza, Washington, D.C. 20549, and at the following Regional Offices of the Commission: Chicago Regional Office, Suite 1400, Northwestern Atrium Center, 500 West Madison Street, Chicago, Illinois 60661-2511; and Northeast Regional Office, 7 World Trade Center, Suite 1300, New York, NY 10048. Copies of such material can be obtained at prescribed rates from the Public Reference Section of the Commission at 450 Fifth Street, N.W., Judiciary Plaza, Washington, D.C. 20549. Such material can also be inspected at the offices of the New York Stock Exchange, 20 Broad Street, New York, New York 10005, where the Company's Common Stock is listed.

This Prospectus constitutes part of a Registration Statement filed by the Company with the Commission under the Securities Act of 1933, as amended (the "Act"). This Prospectus omits certain of the information contained in the Registration Statement in accordance with the rules and regulations of the Commission. Reference is hereby made to the Registration Statement and related exhibits for further information with respect to the Company and the Common Stock. Statements contained herein concerning the provisions of any document are not necessarily complete and, in each instance, where a copy of such document has been filed as an exhibit to the Registration Statement or otherwise has been filed with the Commission, reference is made to the copy so filed. Each such statement is qualified in its entirety by such reference.

INCORPORATION OF CERTAIN INFORMATION BY REFERENCE

The following documents, which have been filed by the Company with the Commission pursuant to the Exchange Act, are hereby incorporated by reference in this Prospectus: the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 1993; the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 1994; and the Company's Current Report on Form 8-K dated July 19, 1994.

All documents filed by the Company with the Commission pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act after the date of this Prospectus and prior to the termination of this offering shall be deemed to be incorporated by reference into this Prospectus from the date of filing of such documents. Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Prospectus to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or

supersedes such statement. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Prospectus.

The Company will provide without charge to each person to whom a copy of this Prospectus is delivered, including any beneficial owner of Common Stock, upon written or oral request of such person, a copy of any and all of the documents that have been or may be incorporated by reference herein (other than exhibits to such documents which are not specifically incorporated by reference into such documents). Such requests should be directed to Richard N. Grubb, Chief Financial Officer, Vishay Intertechnology, Inc., 63 Lincoln Highway, Malvern, PA 19355, telephone number (610) 644-1300.

PROSPECTUS SUMMARY

The following summary is qualified in its entirety by, and should be read in conjunction with, the more detailed information and financial statements, including the notes thereto, which appear elsewhere or which are incorporated by reference in this Prospectus. Certain capitalized terms used in this section are defined elsewhere in this Prospectus. Unless otherwise stated, the information in this Prospectus assumes that the U.S. Underwriters' and Managers' over-allotment options will not be exercised. As used herein, the terms "Vishay" and "Company" mean Vishay Intertechnology, Inc. and its consolidated subsidiaries, except as the context otherwise may require.

The Company

Vishay is a leading international manufacturer and supplier of passive electronic components, particularly fixed resistors and capacitors, offering one of the most comprehensive product lines of any manufacturer in the United States or Europe. Resistors, the most common component in electronic circuits, are used to adjust and regulate levels of voltage and current. Capacitors perform energy storage, frequency control, timing and filtering functions in most types of electronic equipment. Many of the Company's products are offered as surface mount devices, a format for passive electronic components that is being increasingly demanded by customers because it facilitates miniaturization and reduces the cost and time involved in circuit board assembly. Components manufactured by the Company are used in virtually all types of electronic products, including those in the computer, telecommunications, military/aerospace, instrument, automotive, medical and entertainment industries.

Since early 1985, the Company has pursued a business strategy that consists of the following principal elements: (i) expansion within the passive electronic components industry, primarily through the acquisition of passive components manufacturers with established positions in major markets, reputations for product quality and reliability and product lines with which the Company has substantial marketing and technical expertise; (ii) reduction of selling, general and administrative expenses through the integration or elimination of redundant sales offices and administrative functions at acquired companies; (iii) achievement of significant production cost savings through the transfer and expansion of manufacturing operations to regions, such as Israel, Mexico, Portugal and the Czech Republic, where the Company can take advantage of lower labor costs and available tax and other government-sponsored incentives; and (iv) maintaining significant production facilities in those regions where the Company markets the bulk of its products in order to enhance customer service and responsiveness.

As a result of this strategy, the Company has grown during the past nine years from a small manufacturer of precision resistors and strain gages to one of the world's largest manufacturers and suppliers of a broad line of passive electronic components. During this period, its revenues have

increased from $48.5 million for fiscal year 1984 to $856.3 million for the year ended December 31, 1993, and net earnings have increased from $6.1 million to $44.1 million.

On July 18, 1994, the Company acquired all of the outstanding shares of Vitramon, Inc. and Vitramon Limited U.K. (collectively, "Vitramon"), a leading producer of multi-layer ceramic chip ("MLCC") capacitors with manufacturing and sales facilities in the United States, France, Germany and the United Kingdom. This acquisition will provide the Company with a strong presence in the MLCC capacitor market. Together with tantalum capacitors, MLCC capacitors, most of which are designed for surface mounting, comprise one of the fastest growing product segments in the passive electronic components market. The addition of MLCC capacitors to the Company's existing product line will enable the Company to offer its customers "one-stop" access to one of the broadest selections of passive electronic components available from a single manufacturer. See "Recent Developments - Acquisition of Vitramon."

The Offering

Common Stock offered:	
U.S. Offering	2,200,000 shares
International Offering	550,000 shares
Total	2,750,000 shares
Capital Stock to be outstanding after the Offering:	
Common Stock	21,289,168 shares
Class B Common Stock	3,753,711 shares
Total	25,042,879 shares
Use of proceeds	The net proceeds of the Offering will be used to prepay a portion of the bank indebtedness incurred to finance the Vitramon acquisition and to reduce revolving credit borrowings. See "Use of Proceeds."
New York Stock Exchange Symbol	VSH

Summary Consolidated Financial Data

The following summary financial information should be read in conjunction with the Company's Consolidated Financial Statements, including the notes thereto, incorporated by reference herein, and the pro forma condensed consolidated financial statements of the Company and Vitramon contained herein.

	Year Ended December 31,						Three Months Ended March 31, (unaudited)		
	1989	1990	1991	1992 (1)	1993 (2)	Pro Forma 1993 (3)(4)	1993	1994	Pro Forma 1994 (3)(4)
	(in thousands, except per share amounts)								
Income Statement Data:									
Net sales	$415,619	$445,596	$442,283	$664,226	$856,272	$974,666	$227,500	$226,015	$260,590
Gross profit	124,818	132,671	124,117	156,208	193,033	234,168	49,934	50,800	62,724
Earnings before interest and income taxes (5)	47,486	53,282	42,460	57,034	71,518	91,302	19,184	20,291	26,600
Depreciation and amortization	22,288	26,157	27,056	36,062	48,578	55,876	12,129	12,997	14,843
Earnings before cumulative effect of accounting change	17,767	23,201	20,890	30,413	42,648	51,344	11,038	12,658	15,687
Net earnings (6)	17,767	23,201	20,890	30,413	44,075	52,771	12,465	12,658	15,687
Earnings per share (6)(7):									
Before cumulative effect of accounting change	$1.18	$1.41	$1.20	$1.63	$1.91	$2.05	$.49	$.57	$.63
Net earnings	$1.18	$1.41	$1.20	$1.63	$1.98	$2.11	$.56	$.57	$.63
Weighted average shares outstanding (7)	15,072	18,859	17,481	20,334	22,289	25,039	22,287	22,292	25,042

	March 31, 1994 (unaudited)		
	(in thousands)		
	Actual	Pro Forma (3)	Pro Forma As Adjusted (4)
Balance Sheet Data:			
Working capital	$ 226,806	$ 262,754	$ 262,754
Total assets	1,003,690	1,224,521	1,224,521
Long-term debt - less current portion	285,475	472,175	360,800
Stockholders' equity	393,138	393,138	504,513

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(1) Includes the results from January 1, 1992 of businesses acquired from Sprague Technologies, Inc.

(2) Includes the results from January 1, 1993 of Roederstein GmbH.

(3) Reflects the Company's acquisition of Vitramon and the related financing as if the same had been consummated on January 1, 1993 (for income statement purposes) and March 31, 1994 (for balance sheet purposes).

(4) Reflects the sale by the Company of 2,750,000 shares of Common Stock and the application of the assumed net proceeds therefrom to reduce indebtedness.

(5) Includes restructuring costs of $6,659,000 and $3,700,000 for the years ended December 31, 1993 and 1991, respectively, and $1,510,000 for the three months ended March 31, 1993, relating primarily to the costs associated with lay-offs in France and $1,044,000 in 1989 relating to consolidation of sales offices in Germany. Earnings for the year ended December 31, 1993 and the three months ended March 31, 1993 include $7,221,000 and $2,000,000, respectively, of proceeds received for business interruption insurance claims.

(6) Included in the quarter ended March 31, 1993 and the year ended December 31, 1993 is a one-time tax benefit of $1,427,000 or $0.07 per share resulting from the adoption of FASB Statement No. 109, "Accounting for Income Taxes."

(7) Earnings per share amounts for all periods have been adjusted to reflect a 5% stock dividend paid on June 13, 1994. Earnings per share for each period are based on the weighted average number of shares of Common Stock and Class B Common Stock outstanding during the period, after giving effect to the conversion of all outstanding 4 3/4% Convertible Subordinated Debentures Due 2003 (the "Debentures") if such conversion would have resulted in a dilutive effect in that period. The Debentures were fully converted in October 1992.

THE COMPANY

Vishay is a leading international manufacturer and supplier of passive electronic components, particularly fixed resistors and capacitors, offering one of the most comprehensive product lines of any manufacturer of such components in the United States or Europe. Resistors, the most common component in electronic circuits, are used to adjust and regulate levels of voltage and current. Capacitors perform energy storage, frequency control, timing and filtering functions in most types of electronic equipment. Many of the Company's products are offered as surface mount devices, a format for passive electronic components that is being increasingly demanded by customers because it facilitates miniaturization and reduces the cost and time involved in circuit board assembly. Components manufactured by the Company are used in virtually all types of electronic products, including those in the computer, telecommunications, military/aerospace, instrument, automotive, medical and entertainment industries.

Since early 1985, the Company has pursued a business strategy that consists of the following principal elements: (i) expansion within the passive electronic components industry, primarily through the acquisition of passive components manufacturers with established positions in major markets, reputations for product quality and reliability and product lines with which the Company has substantial marketing and technical expertise; (ii) reduction of selling, general and administrative expenses through the integration or elimination of redundant sales offices and administrative functions at acquired companies; (iii) achievement of significant production cost savings through the transfer and expansion of manufacturing operations to regions, such as Israel, Mexico, Portugal and the Czech Republic, where the Company can take advantage of lower labor costs and available tax and other government-sponsored incentives; and (iv) maintaining significant production facilities in those regions where the Company markets the bulk of its products in order to enhance customer service and responsiveness.

As a result of this strategy, the Company has grown during the past nine years from a small manufacturer of precision resistors and strain gages to one of the world's largest manufacturers and suppliers of a broad line of passive electronic components. During this period, its revenues have increased from $48.5 million for fiscal year 1984 to $856.3 million for the year ended December 31, 1993, and net earnings have increased from $6.1 million to $44.1 million.

The Company's major acquisitions have included Dale Electronics, Inc. (United States, Mexico and the United Kingdom), Draloric Electronic GmbH (Germany and the United Kingdom), Sfernice S.A. (France), Sprague Electric Company (United States and France) and Roederstein GmbH (Germany, Portugal and the United States). On July 18, 1994, the Company acquired all of the outstanding shares of Vitramon, a leading producer of MLCC capacitors with manufacturing and sales facilities in the United States, France, Germany and the United Kingdom. See "Recent Developments - Acquisition of Vitramon."

The Company was incorporated in Delaware in 1962 and maintains its principal executive offices at 63 Lincoln Highway, Malvern, Pennsylvania 19355-2120 (telephone: (610) 644-1300).

RECENT DEVELOPMENTS

Acquisition of Vitramon

On July 18, 1994, the Company purchased all of the capital stock of Vitramon from Thomas & Betts Corporation for $184,000,000 in cash. Vitramon, a leading producer of MLCC capacitors, utilizes a unique manufacturing process that enables it to produce components that are smaller and more reliable. Vitramon has manufacturing facilities at two locations in the United States as well as in France, Germany and the United Kingdom. MLCC capacitors are generally smaller in size than other types of capacitors with similar performance characteristics. For this reason, and because they are generally produced as surface mount devices, MLCC capacitors comprise one of the fastest growing product segments in the passive electronic components market. The Company believes that the addition of Vitramon's MLCC capacitors to its existing capacitor product line will enable it to offer its customers "one-stop" access to one of the broadest selections of passive electronic components available from a single manufacturer. The Company believes it will be able to increase Vitramon's profitability by adding manufacturing capacity in low cost areas and by realizing selling, general and administrative savings through the integration of redundant sales offices and administrative facilities.

For the year ended January 1, 1994 and the three months ended April 2, 1994, Vitramon reported net sales of approximately $118.4 million and $34.6 million, respectively, and net income of approximately $4.7 million and $2.0 million, respectively. During 1993, approximately 46% of Vitramon's revenues were derived from sales in the U.S. and 49% were derived from sales in Europe.

To finance the acquisition of Vitramon, the Company borrowed an aggregate of $200 million from a syndicate of banks, of which $100 million (the "Bridge Facility") is due on July 18, 1996 and the balance is due on July 18, 2001. The Company also amended the terms of its existing bank agreements, which resulted in the loans becoming unsecured, a reduction in the number of financial and restrictive covenants and a decrease in interest rates, and which will result in the release of all collateral held by the Banks. See "Management's Discussion and Analysis of Financial Condition and Results of Operations - Liquidity and Capital Resources."

USE OF PROCEEDS

The net proceeds of the Offering (estimated to be $111,375,000) will be used to fund the prepayment of the Bridge Facility, including accrued interest thereon. The Bridge Facility matures on July 18, 1996 and bears interest at a variable rate (5.5% per annum at July 18, 1994) based on the prime rate or, at the Company's option, LIBOR. The remaining net proceeds will be used to reduce revolving credit borrowings. See "Management's Discussion and Analysis of Financial Condition and Results of Operations - Liquidity and Capital Resources."

PRICE RANGE OF COMMON STOCK AND DIVIDEND POLICY

The Company's Common Stock is listed on the New York Stock Exchange under the symbol VSH. The following table sets forth the high and low sale prices of the Company's Common Stock as reported on the New York Stock

Exchange Composite Tape for the periods indicated. Stock prices have been restated to reflect stock dividends. At July 8, 1994, the Company had approximately 1,440 stockholders of record.

	1992		1993		1994	
	High	Low	High	Low	High	Low
First Quarter.....	$ 20.30	$ 14.04	$ 33.79	$ 26.08	$ 38.10	$ 31.43
Second Quarter	23.13	17.70	34.52	24.27	41.50	31.31
Third Quarter (1).....	25.40	20.98	35.95	30.12	43.50	40.25
Fourth Quarter	33.79	24.15	33.70	27.38	-	-

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(1) Through July 15, 1994

The Company does not currently pay cash dividends on its capital stock. Its policy is to retain earnings to support the growth of its businesses. In addition, the Company is restricted from paying cash dividends under the terms of its bank loan agreements.

CAPITALIZATION

The following table sets forth the unaudited consolidated short-term debt and total capitalization of the Company at March 31, 1994, as adjusted to give retroactive effect to the acquisition of Vitramon and the related financing as if the same had occurred at March 31, 1994 and as further adjusted to give effect to the sale of 2,750,000 shares of Common Stock pursuant to the Offering and the use of the estimated net proceeds therefrom to prepay the Bridge Facility and reduce revolving credit borrowings. This table should be read in conjunction with the Company's Consolidated Financial Statements, including the notes thereto, which are incorporated by reference herein.

	March 31, 1994 (Unaudited)		
	Actual	As Adjusted	As Further Adjusted
	(in thousands)		
Short-term debt (including current portion of long-term debt)	$ 67,049	$ 67,049	$ 67,049
Long-term debt - less current portion	$ 285,475	$472,175	$360,800
Stockholders' equity:			
Preferred Stock, par value $1.00 per share	-	-	-
Authorized - 1,000,000 shares; none issued			
Common Stock, par value $.10 per share	1,764	1,764	2,039
Authorized - 35,000,000 shares;			
Issued - 17,687,529 shares; 20,437,529 shares as adjusted			
Outstanding - 17,641,088 shares; 20,391,088 shares as adjusted			
Class B Common Stock, par value $.10 per share	359	359	359
Authorized - 15,000,000 shares;			
Issued - 3,716,190 shares;			
Outstanding - 3,590,225 shares			
Capital in excess of par value	289,050	289,050	400,150
Retained earnings	118,507	118,507	118,507
Foreign currency translation adjustment	(9,173)	(9,173)	(9,173)
Unearned compensation	(90)	(90)	(90)
Pension adjustment	(7,279)	(7,279)	(7,279)
Total stockholders' equity	393,138	393,138	504,513
Total capitalization	$ 678,613	$865,313	$865,313

SELECTED HISTORICAL CONSOLIDATED FINANCIAL INFORMATION

The following tables set forth selected consolidated financial information of the Company for each of the five fiscal years in the period ended December 31, 1993 and for the three-month periods ended March 31, 1993 and 1994. Earnings per share amounts for all periods presented reflect a 5%

stock dividend paid on June 13, 1994. Information for the three-month periods ended March 31, 1993 and 1994 is unaudited but, in the opinion of management, includes all adjustments, consisting only of normal recurring accruals, necessary for a fair presentation. The results of operations for the three-month period ended March 31, 1994 are not necessarily indicative of the results to be expected for the full year. These tables should be read in conjunction with the Company's Consolidated Financial Statements, including the notes thereto, which are incorporated by reference herein.

	Year Ended December 31,					March 31,	
	1989	1990	1991	1992 (1)	1993 (2)	1993	1994
						(unaudited)	
	(in thousands, except per share amounts)						
Income Statement Data:							
Net sales	$415,619	$445,596	$442,283	$664,226	$856,272	$227,500	$226,015
Cost of products sold	290,801	312,925	318,166	508,018	663,239	177,566	175,215
Gross profit	124,818	132,671	124,117	156,208	193,033	49,934	50,800
Selling, general, and administrative (3)	76,467	77,740	79,673	101,327	118,344	30,118	30,176
	48,351	54,931	44,444	54,881	74,689	19,816	20,624
Other income (expense):							
Interest expense	(21,068)	(19,426)	(15,207)	(19,110)	(20,624)	(5,885)	(5,040)
Amortization of goodwill	(1,502)	(1,552)	(1,695)	(2,380)	(3,294)	(610)	(801)
Other	637	(97)	(289)	4,533	123	(22)	468
Earnings before income taxes and cumulative effect of accounting change	26,418	33,856	27,253	37,924	50,894	13,299	15,251
Income taxes	8,651	10,655	6,363	7,511	8,246	2,261	2,593
Earnings before cumulative effect of accounting change	17,767	23,201	20,890	30,413	42,648	11,038	12,658
Net earnings (4)	17,767	23,201	20,890	30,413	44,075	12,465	12,658
Earnings per share: (4)(5)							
Before cumulative effect of accounting change	$1.18	$1.41	$1.20	$1.63	$1.91	$ .49	$.57
Net earnings	$1.18	$1.41	$1.20	$1.63	$1.98	$ .56	$.57
Weighted average shares outstanding (5)	15,072	18,859	17,481	20,334	22,289	22,287	22,292

	December 31,					March 31, 1994
	1989	1990	1991	1992	1993	(unaudited)
	(in thousands)					
Balance Sheet Data:						
Working capital..	$115,945	$120,384	$128,733	$145,327	$205,806	$ 226,806
Total assets.....	419,958	440,656	448,771	661,643	948,106	1,003,690
Long-term debt - less current portion	186,182	140,212	127,632	139,540	266,999	285,475
Stockholders' equity.....	117,984	177,839	201,366	346,625	376,503	393,138

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(1) Includes the results from January 1, 1992 of the businesses acquired from Sprague Technologies, Inc.

(2) Includes the results from January 1, 1993 of the acquisition of Roederstein GmbH.

(3) Includes restructuring costs of $6,659,000 and $3,700,000 for the years ended December 31, 1993 and in 1991, respectively, and $1,510,000 for the three months ended March 31, 1993, relating primarily to the costs associated with lay-offs in France and $1,044,000 in 1989 relating to consolidation of sales offices in Germany. Earnings for the year ended December 31, 1993 and the three months ended March 31, 1993 include $7,221,000 and $2,000,000, respectively, of proceeds received for business interruption insurance claims.

(4) Included in the quarter ended March 31, 1993 and the year ended December 31, 1993 is a one-time tax benefit of $1,427,000 or $0.07 per share resulting from the adoption of FASB Statement No. 109, "Accounting for Income Taxes."

(5) Earnings per share for each period are based on the weighted average number of shares of Common Stock and Class B Common Stock outstanding during the period, after giving effect to the conversion of all outstanding Debentures if such conversion would have had a dilutive effect in that period. The Debentures were fully converted in October 1992.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Introduction and Background

The Company's sales and net income have increased significantly in the past several years primarily as a result of its acquisitions. Following each acquisition, the Company implemented programs to take advantage of distribution and operating synergies among its businesses. This implementation is reflected in an increase in the Company's sales and in the decline in selling, general and administrative expenses as a percentage of the Company's sales.

From mid-1990 through the end of 1993, sales of most of the Company's products were adversely affected by the worldwide slowdown in the electronic components industry, which reflected general recessionary trends in all major industrialized countries. In addition, sales to defense-related industries have declined from the end of the first quarter of 1991 until the second half of 1993. Despite this slowdown, Vishay realized record net earnings of $44.1 million in 1993. This was a result of its acquisitions and focus on the bottom-line, including the implementation of operating efficiencies. Management believes that the U.S. and European economies are showing signs of recovery. Net bookings for the quarter ended March 31, 1994 increased by 5% over the comparable period of the prior year.

Following each acquisition, the Company has instituted operating efficiencies that have reduced selling, general and administrative expenses and the combined cost of goods sold of Vishay and the acquired company. The cost of goods sold reductions for each acquisition, however, are masked as a result of subsequent acquisitions.

The Company realizes approximately 50% of its revenues outside the United States. As a result, fluctuations in currency exchange rates can significantly affect the Company's profitability. Currency fluctuations impact both the Company's net sales as denominated in U.S. dollars and other income as it relates to the translation of balance sheets items. A strengthening of the value of the U.S. dollar against foreign currencies during the quarter ended March 31, 1994 accounted for a decrease in net sales of $5,400,000 compared with the corresponding quarter of 1993. Generally, in order to minimize the effect of currency fluctuations, the Company endeavors to (i) borrow money in the local currencies and markets where it conducts business, and (ii) minimize the time for settling intercompany transactions.

Results of Operations

Three months ended March 31, 1994 compared to Three months ended March 31, 1993

Net sales for the quarter ended March 31, 1994 decreased by $1,485,000 or .7% from the comparable period of 1993. Excluding the strengthening of the U.S. dollar against foreign currencies in the 1994 first quarter, which resulted in a decrease of $5,400,000 in reported sales for that quarter as compared with the corresponding 1993 period, sales for such quarter would

have increased by 1.7%. Management believes that the U.S. and European economies are showing signs of recovery. Net bookings for the quarter ended March 31, 1994 increased by 5% over the comparable period of the prior year.

Costs of products sold for the quarter ended March 31, 1994 were 77.5% of net sales as compared to 78.1% for the comparable period of the prior year. Costs of products sold have been reduced by government grants of $1,821,000 and $296,000 for the quarters ended March 31, 1994 and 1993, respectively. Exclusive of government grants, costs of products sold were comparable at 78.3% and 78.2% of sales for the quarters ended March 31, 1994 and 1993, respectively.

Selling, general, and administrative expenses for the quarter ended March 31, 1994 were 13.4% of net sales compared to 13.5% for the comparable period of the prior year. While we believe these percentages to be acceptable, we are continuing to explore additional cost saving opportunities.

A restructuring charge of $1,510,000 incurred during the quarter ended March 31, 1993 related to the Company's decision to downsize its operations in France as a result of that country's business climate. The Company recognized as income during the quarter ended March 31, 1993 an insurance recovery of $2,000,000 for lost profits from a business interruption insurance claim.

Interest costs decreased by $845,000 for the quarter ended March 31, 1994 from those reported for the 1993 first quarter. A lower average borrowing rate resulted from a change in the Company's mix of borrowings throughout the U.S. and Europe.

Other income for the quarter ended March 31, 1994 increased by $490,000 over the comparable 1993 period. The increase was largely due to foreign currency gains, which were $317,000 for the quarter ended March 31, 1994 as compared to foreign currency losses of $660,000 for the quarter ended March 31, 1993.

The Company's effective tax rate was 17% for both the quarter ended March 31, 1994 and the corresponding 1993 quarter. Its effective tax rate for calendar year 1993, exclusive of the effect of nontaxable insurance proceeds, was 18.6%. The estimated 1994 rate anticipates the effect of increased business in lower tax rate jurisdictions (especially Israel).

Included in net earnings for the first quarter of 1993 is a one-time tax benefit of $1,427,000 resulting from the Company's adoption of FASB Statement No. 109, "Accounting for Income Taxes."

Year ended December 31, 1993 compared to
Year ended December 31, 1992

Net sales for the year ended December 31, 1993 increased by $192,046,000 over 1992, due primarily to the effects of the Company's acquisition of Roederstein, effective January 1, 1993. Net sales of Roederstein were $212,124,000 for the year ended December 31, 1993. Net sales, exclusive of Roederstein, decreased by $20,078,000, compared to 1992, due primarily to

the strengthening of the U.S. dollar against foreign currencies, which resulted in a $15,671,000 decrease in reported net sales for 1993, as well as to the effects of recessionary pressures in Europe.

Costs of products sold for the year ended December 31, 1993 were 77.5% of net sales as compared to 76.5% for 1992. The reason for this increase is that the costs of products sold for Roederstein (prior to the full implementation of synergistic cost reductions) were approximately 80% of its net sales, as compared with an average rate of approximately 77% for the Company's other operations. In 1993, grants of $3,424,000 received from the government of Israel, which were utilized to offset start-up costs of new facilities, were recognized as a reduction of the Company's costs of products sold.

Selling, general, and administrative expenses for the year ended December 31, 1993 were 13.9% of net sales compared to 15.3% in 1992. The lower rate reported in 1993 reflects the effect of the acquisition of Roederstein and the ongoing cost saving programs implemented with the acquisition of certain businesses of Sprague Technologies, Inc. ("STI") during 1992.

Restructuring charges of $6,659,000 for the year ended December 31, 1993 consist primarily of severance costs related to the Company's downsizing its European operations, primarily in France.

Income from unusual items of $7,221,000 for the year ended December 31, 1993 represents proceeds received for business interruption insurance claims principally related to the operations in Dimona, Israel.

Interest costs for the year ended December 31, 1993 increased by $1,514,000 as a result of increased debt incurred to finance the acquisition of Roederstein.

Other income for the year ended December 31, 1993 decreased by $4,410,000 from 1992 because other income in 1992 included consulting fees of $2,307,000 from Roederstein prior to its acquisition by the Company as well as fees of approximately $3,325,000 from STI under one year sales and distribution agreements. Foreign currency losses for the year ended December 31, 1993 were $1,382,000, as compared to foreign currency losses of $1,594,000 for 1992.

The effective tax rate of 16.2% for the year ended December 31, 1993 reflects the nontaxability of certain insurance recoveries. The 1993 rate was also affected by increased manufacturing in Israel, where the Company's average income tax rate was approximately 4% in 1993. The effective tax rate for the year ended December 31, 1993, exclusive of the effect of the nontaxable insurance proceeds, was 18.6%. The effective tax rate for the year ended December 31, 1992 was 19.8%.

Effective January 1, 1993 the Company changed its method of accounting for income taxes from the deferred method to the liability method required by FASB Statement No. 109, "Accounting for Income Taxes." The cumulative effect of adopting Statement 109 as of January 1, 1993 was to increase net income by $1,427,000. Application of the new income tax rules also decreased pretax earnings by $2,870,000 for the year ended December 31, 1993 because

of increased depreciation expense as a result of Statement 109's requirement to report assets acquired in prior business combinations at their pretax amounts.

The Company also adopted FASB Statement No. 106, "Employers' Accounting for Postretirement Benefits Other Than Pensions," effective January 1, 1993. The Company has elected to recognize the transition obligation on a prospective basis over a twenty-year period. In 1993, the new standard resulted in additional annual net periodic postretirement benefit costs of $1,200,000 before taxes, and $792,000 after taxes, or $0.04 per share. Prior-year financial statements have not been restated to apply the new standard.

Year ended December 31, 1992 compared to
Year ended December 31, 1991

Net sales for the year ended December 31, 1992 increased $221,943,000 over 1991, due to the inclusion of the businesses acquired from STI effective as of January 1, 1992. Net sales of the acquired businesses were $230,492,000 for the year ended December 31, 1992. In 1992, net sales, exclusive of the acquired businesses, decreased by $8,549,000 compared to 1991, when recessionary pressures affecting sales were not as great.

The weakening of the U.S. dollar against foreign currencies resulted in an increase in reported Vishay sales of $10,418,000 in 1992.

Costs of products sold for the year ended December 31, 1992 were 76.5% of net sales as compared to 71.9% in 1991. The reason for this increase is that the costs of products sold for the newly purchased businesses from STI (prior to any synergistic cost reductions) are 80% of net sales, while Vishay's resistor businesses traditionally operate at levels of 70% to 75%.

Selling, general and administrative expenses for 1992 were 15.3% of net sales compared to 17.2% in 1991. The 15.3% rate reflects the effect of the businesses acquired from STI. The rate applicable to the businesses acquired from STI (approximately 11%) includes the effects of initial cost saving programs installed subsequent to the acquisition. In 1992, selling, general and administrative expenses of the Vishay resistor business (approximately 17%) were comparable to the levels experienced for the prior year.

Interest costs for the year ended December 31, 1992 increased by $3,903,000 as a result of the increased debt incurred for the purchase of the businesses from STI.

Other income for the year ended December 31, 1992 includes consulting fees of $2,307,000 from Roederstein and fees of approximately $3,325,000 from STI under one-year sales and distribution agreements, which were entered into in connection with the acquisition of the businesses from STI.

The Company's effective tax rate was 19.8% for the year ended December 31, 1992 and 23.3% for 1991. The 1992 rate was in part affected by increased manufacturing in Israel, where the Company's average income tax rate was 7% for 1992.

Liquidity and Capital Resources

On July 18, 1994, the Company and certain of its subsidiaries entered into agreements (the "Bank Agreements") with a group of banks, including Comerica Bank, as agent for the banks (the "Banks"). The Bank Agreements amended and restated the Company's previously-existing revolving credit and term loan agreements and added two new facilities that were used to finance the acquisition of Vitramon.

After giving effect to the Bank Agreements, the Company's domestic credit facilities consist of a $200,000,000 revolving credit facility that matures on December 31, 1997, subject to the Company's right to request year-to-year renewals thereafter, a $102,500,000 term loan that matures on December 31, 2000, the $100,000,000 Bridge Facility, due on July 18, 1996 and a $100,000,000 non-amortizing term loan due July 18, 2001. Borrowings under these facilities bear interest at variable rates based on the prime rate or, at the Company's option, LIBOR; at July 18, 1994, the rates ranged from 4.9375% to 5.5%. The net proceeds of the Offering will be used to fund the prepayment of the Bridge Facility, including accrued interest, and to reduce revolving credit borrowings.

The Banks also provide Deutsche Mark ("DM") denominated revolving credit and term loan facilities for certain of the Company's German subsidiaries, which permit borrowings, in the aggregate, of DM 153,821,990, including a DM 40,000,000 revolving credit facility that matures on December 31, 1997, subject to the borrower's right to request year-to-year renewals thereafter, a DM 9,506,000 term loan that matures on December 31, 1994 and a DM 104,315,990 term loan that matures on December 31, 1997. Borrowings bear interest at variable rates based on LIBOR; at July 18, 1994, the rates ranged from 5.875% to 6.0%.

As a result of the amendments contained in the Bank Agreements, all of the Company's bank facilities are unsecured and all collateral currently held by the Banks will be released. However, the facilities are cross-guaranteed by the Company and certain of its subsidiaries. The Bank Agreements also resulted in a decrease in interest rates from those previously in effect as well as a significant reduction in the number of financial and restrictive covenants. Financial covenants are currently limited to requirements regarding leverage and fixed charge coverage ratios and minimum tangible net worth. Other restrictive covenants include limitations on the payment of cash dividends, guarantees and liens.

The Company's ratio of long-term debt (less current portion) to stockholders' equity was .7 to 1 at March 31, 1994 and December 31, 1993. On a pro forma basis adjusted to reflect the incurrence of additional indebtedness to finance the acquisition of Vitramon, the ratio at March 31, 1994 was 1.2 to 1. After giving effect to prepayment of the Bridge Loan with the net proceeds of the Offering, the pro forma ratio at March 31, 1994 would have been .7 to 1.

The Company's capital expenditures for the year ended December 31, 1993 and for the quarter ended March 31, 1994 were $76.8 million and $18.5 million, respectively. For the year ended December 31, 1992 and the quarter ended March 31, 1993, capital expenditures were $49.8 million and $16.9 million, respectively.

Management believes that available sources of credit together with cash and expected future cash generated from operations will be sufficient to satisfy the Company's anticipated financing needs for working capital and capital expenditures during the next twelve months.

BUSINESS

General

Vishay is a leading international manufacturer and supplier of passive electronic components, particularly fixed resistors and capacitors, offering one of the most comprehensive product lines of any manufacturer in the United States or Europe. Resistors, the most common component in electronic circuits, are used to adjust and regulate levels of voltage and current. Capacitors perform energy storage, frequency control, timing and filtering functions in most types of electronic equipment. Many of the Company's products are also offered as surface mount devices, a format for passive electronic components that is being increasingly demanded by customers because it facilitates miniaturization and reduces the cost and time involved in circuit board assembly. Components manufactured by the Company are used in virtually all types of electronic products, including those in the computer, telecommunications, military/aerospace, instrument, automotive, medical and entertainment industries.

Since early 1985, the Company has pursued a business strategy that consists of the following principal elements: (i) expansion within the passive electronic components industry, primarily through the acquisition of passive components manufacturers with established positions in major markets, reputations for product quality and reliability and product lines with which the Company has substantial marketing and technical expertise; (ii) reduction of selling, general and administrative expenses through the integration or elimination of redundant sales offices and administrative functions at acquired companies; (iii) achievement of significant production cost savings through the transfer and expansion of manufacturing operations to regions, such as Israel, Mexico, Portugal and the Czech Republic, where the Company can take advantage of lower labor costs and available tax and other government-sponsored incentives; and (iv) maintaining significant production facilities in those regions where the Company markets the bulk of its products in order to enhance customer service and responsiveness.

As a result of this strategy, the Company has grown during the past nine years from a small manufacturer of precision resistors and strain gages to one of the world's largest manufacturers and suppliers of a broad line of passive electronic components. During this period, its revenues have increased from $48.5 million for fiscal year 1984 to $856.3 million for the year ended December 31, 1993, and net earnings have increased from $6.1 million to $44.1 million.

The Company's major acquisitions have included Dale Electronics, Inc. (United States, Mexico and the United Kingdom), Draloric Electronic GmbH (Germany and the United Kingdom), Sfernice S.A. (France), Sprague Electric Company (United States and France) and Roederstein GmbH (Germany, Portugal and the United States). On July 18, 1994, the Company acquired all of the outstanding shares of Vitramon, a leading producer of MLCC capacitors with manufacturing and sales facilities in the United States, France, Germany and the United Kingdom. This acquisition will provide the Company with a strong presence in the MLCC capacitor market. Together with tantalum capacitors, MLCC capacitors, most of which are designed for surface mounting, comprise one of the fastest growing product segments in the passive electronic components market. The addition of MLCC capacitors to the Company's existing product line will enable the Company to offer its customers "one-stop"

access to one of the broadest selections of passive electronic components available from a single manufacturer. See "Recent Developments - Acquisition of Vitramon."

Products

Vishay designs, manufactures and markets electronic components that cover a wide range of products and technologies. The products primarily consist of fixed resistors, tantalum, MLCC and film capacitors, and, to a lesser extent, inductors, specialty ceramic capacitors, transformers, potentiometers, plasma displays and thermistors. The Company also offers most of its product types in the increasingly demanded surface mount device form.

Resistors are basic components used in all forms of electronic circuitry to adjust and regulate levels of voltage and current. They vary widely in precision and cost, and are manufactured in numerous materials and forms. Resistive components may be either fixed or variable, the distinction being whether the resistance is adjustable (variable) or not (fixed). Resistors can also be used as measuring devices, such as Vishay's resistive sensors. Resistive sensors or strain gages are used in electronic measurement and experimental stress analysis systems as well as in transducers for measuring loads (scales), acceleration and fluid pressure.

Vishay manufactures virtually all types of fixed resistors, both in discrete and network forms. These resistors are produced for virtually every segment of the resistive product market, from resistors used in the highest quality precision instruments for which the performance of the resistors is the most important requirement, to resistors for which price is the most important factor.

Capacitors perform energy storage, frequency control, timing and filtering functions in most types of electronic equipment. The more important applications for capacitors are (i) electronic filtering for linear and switching power supplies, (ii) decoupling and bypassing of electronic signals for integrated circuits and circuit boards, and (iii) frequency control, timing and conditioning of electronic signals for a broad range of applications. The Company's capacitor products primarily consist of solid tantalum chip capacitors, solid tantalum leaded capacitors, wet/foil tantalum capacitors, MLCC capacitors and film capacitors. Each capacitor product has unique physical and electrical performance characteristics that make it useful for specific applications. Tantalum and MLCC capacitors are generally used in conjunction with integrated circuits in applications requiring low to medium capacitance values. The tantalum capacitor is the smallest and most stable type of capacitor for its range of capacitance and is best suited for applications requiring medium capacitance values. MLCC capacitors, on the other hand, are more cost-effective for applications requiring lower capacitance values. Vitramon's MLCC capacitors are unique because their dielectric (ceramic) layers are thinner than traditional multi-layer ceramic capacitors, thus enabling them to be produced in a smaller size with substantially less palladium material. This enables significant reductions in manufacturing costs and allows for a smaller electronic component that has become critical to satisfy the increasing trend toward miniaturization. Management believes that MLCC capacitors, together with tantalum capacitors, represent one of the fastest growing segments of the passive electronic component industry.

The Company believes it has taken advantage of the growth of the surface mount component market and is an industry leader in designing and marketing surface mount devices. The Company also believes that in the U.S. and Europe it offers the widest range of these devices, including both thick and thin film resistor chips and networks, capacitors, inductors, oscillators, transformers and potentiometers, as well as a number of component packaging styles to facilitate automated product assembly by its customers. The Company's position in this market has been enhanced by the acquisition of Vitramon, since substantially all of Vitramon MLCC products utilize surface mount technology. Surface mount devices adhere to the surface of a circuit board rather than being secured by leads that pass through holes to the back side of the board. Surface mounting provides distinct advantages over through-hole mounting, because, among other things, surface mounting allows the placement of more components on a circuit board and facilitates automation. These advantages result in lower production costs than for leaded devices. This is particularly desirable for a growing number of manufacturers who require greater miniaturization in products such as hand held computers and cellular telephones.

Markets

The Company's products are sold primarily to other manufacturers and, to a much lesser extent, to United States and foreign government agencies. Its products are used in, among other things, virtually every type of product containing electronic circuitry, including computer-related products, telecommunications, measuring instruments, industrial equipment, automotive applications including engine controls and fuel injection systems, process control systems, military and aerospace applications, medical instruments and scales. With the addition of MLCC capacitors to the Company's existing capacitor product line, the Company is able to offer its customers "one-stop" access to one of the broadest selections of passive electronic components available from a single manufacturer.

Approximately 41% of the Company's net sales for 1993, pro forma for the acquisition of Vitramon, was attributable to customers in the United States and 48% to customers in Europe. In the United States, products are marketed primarily through independent manufacturers' representatives who are compensated solely on a commission basis, as well as by the Company's own sales personnel and independent distributors. The Company has regional sales personnel in several locations to provide technical and sales support for independent manufacturers' representatives throughout the United States, Mexico and Canada. In addition, the Company uses independent distributors to resell its products. Internationally, products are sold to customers in Germany, the United Kingdom, France, Israel, Japan, Singapore, South Korea and other European and Pacific Rim countries through Company sales offices, independent manufacturers' representatives and distributors. In order to better serve its customers, the Company maintains production facilities in those regions where it markets the bulk of its products, such as the U.S., Germany, France and the U.K. In addition, to maximize production efficiencies, the Company seeks whenever practicable to establish manufacturing facilities in those regions, such as Israel, Mexico, Portugal and the Czech Republic, where it can take advantage of lower labor costs and available tax and other government-sponsored incentives.

The Company undertakes to have its products incorporated into the design of electronic equipment at the research and prototype stages. Vishay employs its own staff of application and field engineers who work with its customers, independent manufacturers' representatives and distributors to solve technical problems and develop products to meet specific needs.

The Company has qualified certain products under various military specifications, approved and monitored by the United States Defense Electronic Supply Center ("DESC"), and under certain European military specifications. Classification levels have been established by DESC based upon the rate of failure of products to meet specifications (the "Classification Level"). In order to maintain the Classification Level of a product, tests must be continuously performed and the results of these tests must be reported to DESC. If the product fails to meet the requirements for the applicable Classification Level, the product's classification may be reduced to a less stringent level. Various of the Company's United States manufacturing facilities from time to time experience a product Classification Level modification. During the time that such level is reduced for any specific product, net sales and earnings derived from such product may be adversely affected.

The Company is undertaking to have the quality systems at all of its major manufacturing facilities approved under the recently established ISO 9000 international quality control standard. ISO 9000 is a comprehensive set of quality program standards developed by the International Standards Organization. Several of the Company's manufacturing operations have already received ISO 9000 approval and others are actively pursuing such approval.

Vishay's largest customers vary from year to year, and no customer has long-term commitments to purchase products of the Company. No customer accounted for more than 10% of sales for the year ended December 31, 1993.

Manufacturing Operations

The Company conducts manufacturing operations in three principal geographic regions: the United States, Europe and Israel. At March 31, 1994, approximately 39% of the Company's identifiable assets were located in the United States, approximately 49% were located in Europe, approximately 10% were located in Israel and approximately 2% in other regions. In the United States, the Company's main manufacturing facilities are located in Nebraska, South Dakota, North Carolina, Pennsylvania, Maine, Connecticut, Virginia and Florida. In Europe, the Company's main manufacturing facilities are located in Selb, Landshut and Backnang, Germany and Nice and Tours, France. In Israel, manufacturing facilities are located in Holon, Dimona and Emek HaMigdal. The Company also maintains manufacturing facilities in Juarez, Mexico and Toronto, Canada. Recently, the Company has invested substantial resources to maximize automation in its plants, which it believes will further reduce production costs.

The passive electronic component industry has been moving towards greater automation, requiring additional capital expenditures and more highly-skilled labor. In response to this trend, the Company has increased its manufacturing operations in Israel in order to take advantage of that country's government-sponsored capital investment grants, lower wage rates and highly-skilled labor force, as well as various tax abatement programs. These incentive programs have contributed substantially to the growth and

profitability of the Company. The Company might be materially and adversely affected if these incentive programs were no longer available to the Company or if hostilities were to occur in the Middle East that materially interfere with the Company's operations in Israel. For the three months ended March 31, 1994, sales of products manufactured in Israel accounted for approximately 10% of the Company's net sales.

Due to a shift in manufacturing emphasis resulting from the growing market for surface mount devices, over-capacity at a number of the Company's manufacturing facilities and the relocation of some production to regions with lower labor costs, portions of the Company's work force and certain facilities may not be fully utilized in the future. As a result, the Company may incur significant costs in connection with work force reductions and the closing of additional manufacturing facilities.

Research and Development

The Company maintains separate research and development staffs and promotes separate programs at a number of its production facilities to develop new products and new applications of existing products, and to improve product and manufacturing techniques. This decentralized system encourages individual product development. From time to time, developments at one manufacturing facility will have applications at another facility. Most of the Company's products and manufacturing processes have been invented, designed and developed by Company engineers and scientists. Company research and development costs were approximately $7.1 million for each of calendar years 1993 and 1992 and $7.0 million for 1991. The Company spends substantial additional amounts for product development and the design, development and manufacturing of machinery and equipment for new processes and for cost reduction measures. See "Business - Markets."

Sources of Supplies

Although most materials incorporated in the Company's products are available from a number of sources, certain materials (particularly tantalum and palladium) are available only from a relatively limited number of suppliers.

Tantalum metal is the principal material used in the manufacture of the tantalum capacitor products. Tantalum is purchased in powder form primarily under annual contracts with domestic suppliers at prices that are subject to periodic adjustment. The Company is a major consumer of the world's annual tantalum production. There are currently three suppliers that process tantalum ore into capacitor grade tantalum powder. Although the Company believes that there is currently a surplus of tantalum ore reserves and a sufficient number of tantalum processors relative to foreseeable demand, and that the tantalum required by the Company has generally been available in sufficient quantities to meet requirements, the limited number of tantalum powder suppliers could lead to higher prices that the Company may not be able to pass through to its customers.

Palladium is primarily purchased on the spot and forward markets, depending on market conditions. Palladium is considered a commodity and is subject to price volatility. Although palladium is currently found in South

Africa and Russia, the Company believes that there are a sufficient number of domestic and foreign suppliers from which the Company can purchase palladium.

Inventory and Backlog

Although Vishay manufactures standardized products, a substantial portion of its products are produced to meet specific customer requirements. The Company does, however, maintain an inventory of resistors and other components. Backlog of outstanding orders for the Company's products was $222.0 million, $198.4 million, $134.3 million and $104.5 million, respectively, at March 31, 1994 and at December 31, 1993, 1992 and 1991. The increase in backlog at December 31, 1993 and 1992 as compared with prior periods is attributable to the acquisitions of Roederstein and Sprague, respectively. The current backlog is expected to be filled during the next twelve months. Most orders in the backlog may be cancelled by the customers, in whole or in part, although sometimes subject to penalty. To date, cancellations have not been material.

Competition

The Company faces strong competition in its various product lines from both domestic and foreign manufacturers that produce products using technologies similar to those of the Company. Certain of the Company's products compete on the basis of its marketing and distribution network, which provides a high level of customer service. For example, the Company works closely with its customers to have its products incorporated into the electronic equipment at the early stages of design and production and maintains redundant production sites for most of its products to ensure an uninterrupted supply of products. Further, the Company has established a National Accounts Management Program, which provides customers with one national account executive who can cut across Vishay business unit lines for sales, marketing and contract coordination. In addition, the breadth of the Company's product offerings enables the Company to strengthen its market position by providing its customers with "one-stop" access to one of the broadest selections of passive electronic components available from a direct manufacturing source. In several areas, the Company also strengthens its market position by conducting seminars and educational programs for existing potential customers. In addition, the Company's competitive position depends on its product quality, know-how, proprietary data, marketing and service capabilities, business reputation and price.

A number of the Company's customers are contractors or subcontractors on various United States and foreign government contracts. Under certain United States Government contracts, retroactive adjustments can be made to contract prices affecting the profit margin on such contracts. The Company believes that its profits are not excessive and, accordingly, no provision has been made for any such adjustment.

Although the Company has numerous United States and foreign patents covering certain of its products and manufacturing processes, and acquired various patents with the acquisition of the Sprague tantalum capacitor and network lines, no particular patent is considered material to the business of the Company.

Environment

The Company's manufacturing operations are subject to various federal, state and local laws restricting discharge of materials into the environment. The Company is not involved in any pending or threatened proceedings that would require curtailment of its operations at this time. However, the Company is involved in various legal actions concerning state government enforcement proceedings and various dump site clean-ups that may result in fines and/or clean-up expenses. The Company believes that any fines or clean-up expenses that may be incurred, if imposed, would not be material. The Company continually expends funds to ensure that its facilities comply with applicable environmental regulations; the Company has nearly completed its undertaking to comply with new environmental regulations relating to the elimination of chlorofluorocarbons (CFCs) and ozone depleting substances (ODS) and other anticipated compliances with the Clean Air Act amendments of 1990. In addition, the Company anticipates that it will incur ongoing costs to address certain environmental matters at certain of Vitramon's domestic and foreign facilities, including achieving compliance with the new Clean Air Act amendments. The Company believes that any environmental liabilities incurred at the Vitramon facilities are adequately covered by the indemnification provided to the Company by Thomas & Betts Corporation and reserves that the Company has established in connection with the Vitramon acquisition. The Company anticipates that it will incur capital expenditures of approximately $1,000,000 in fiscal 1994 for general environmental enhancement programs and approximately $3,000,000 over the next three years to address environmental matters relating specifically to the Vitramon facilities.

Employees

At July 18, 1994, after giving effect to the acquisition of Vitramon, the Company employed approximately 16,200 full-time employees, of whom approximately 9,800 were located outside the United States. The Company hires few employees on a part time basis. While various of the Company's foreign employees are members of trade unions, none of the Company's employees located in the United States is represented by unions except for approximately 154 employees at the North Adams, Massachusetts, facility of Vishay Sprague, who are represented by three unions. The Company is currently negotiating collective bargaining agreements with each of these unions. The Company believes that its relationship with its employees is excellent.

MANAGEMENT

The following table sets forth certain information regarding the directors and executive officers of the Company as of July 19, 1994.

Name	Age	Position Held
Felix Zandman (1)(2)	66	Chairman of the Board, President, Chief Executive Officer and Director
Robert A. Freece (1).....	53	Senior Vice President and Director
Richard N. Grubb (1).....	47	Vice President, Treasurer, Chief Financial Officer and Director
Abraham Inbar.....	66	Vice President; President - Vishay Israel Ltd., a subsidiary of Vishay
Henry V. Landau	47	Vice President; President - Measurements Group, Inc., a subsidiary of Vishay
William J. Spires	52	Vice President and Secretary
Avi D. Eden (1).....	46	Director
Edward B. Shils (2)(3)(4).....	78	Director
Luella B. Slaner	73	Director
Guy Brana	69	Director
Jean-Claude Tine	75	Director
Donald G. Alfson	48	Director and Vice President; President - Vishay Electronic Components, U.S. and Asia, and Dale, subsidiaries of Vishay
Gerald Paul	45	Director and Vice President; President - Vishay Electronic Components, Europe and Managing Director - Draloric Electronic GmbH, subsidiaries of Vishay
Mark I. Solomon (2)(3)(4).....	54	Director

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(1) Member of the Executive Committee.
(2) Member of the Employee Stock Plan Committee.
(3) Member of the Compensation Committee.
(4) Member of the Audit Committee.

Dr. Felix Zandman, a founder of the Company, has been President, Chief Executive Officer and a Director of the Company since its inception. Dr. Zandman has been Chairman of the Board since March 1989. Dr. Zandman is also a cousin of Mr. Alfred Slaner, co-founder and retired Chairman of the Board of the Company, whose wife Luella B. Slaner is a director.

Robert A. Freece has been a Director of the Company since 1972. He was Vice President, Treasurer and Chief Financial Officer of the Company from 1972 until 1994, and has been Senior Vice President since May 1994.

Richard N. Grubb has been a Director, Vice President, Treasurer and Chief Financial Officer of the Company since May 1994. Mr. Grubb has been associated with the Company in various capacities since 1972. He is a Certified Public Accountant who was previously engaged in private practice.

Abraham Inbar has been a Vice President of the Company since June 1994. Mr. Inbar has been the President of Vishay Israel Ltd., a subsidiary of the Company, since May 1994. Mr. Inbar was Senior Vice President and General Manager of Vishay Israel Ltd. from 1992 to 1994. Previously, Mr. Inbar was Vice President - Operations for Vishay Israel Ltd. He has been employed by the Company since 1973.

Henry V. Landau has been a Vice President of the Company since 1983. Mr. Landau has been the President and Chief Executive Officer of Measurements Group, Inc., a subsidiary of the Company, since July 1984. Mr. Landau served as a Director of the Company from 1987 to 1993. Mr. Landau was an Executive Vice President of Measurements Group, Inc. from 1981 to 1984 and has been employed by the Company since 1972.

William J. Spires has been a Vice President and Secretary of the Company since 1981. Mr. Spires has been Vice President - Industrial Relations since 1980 and has been employed by the Company since 1970.

Avi D. Eden is an attorney in private practice, has been a Director of the Company since 1987 and has provided legal services to the Company on a continuing basis since 1973.

Dr. Edward B. Shils has been a Director of the Company since 1981. Dr. Shils is a Director of Wharton Entrepreneurial Center and a George W. Taylor Professor Emeritus of Entrepreneurial Studies at the Wharton School, University of Pennsylvania. Dr. Shils is also a Director of Conston Corp.

Luella B. Slaner has been a Director since 1989. Mrs. Slaner is the wife of Alfred Slaner and a co-trustee with Mr. Slaner of a revocable trust created by Mr. Slaner by agreement dated January 15, 1987. See "Description of Capital Stock." Mrs. Slaner's husband is a cousin of Dr. Zandman.

Guy Brana has been a Director of the Company since 1988. He is the executive vice president of the French Employers' Manufacturing Association.

Jean-Claude Tine has been a Director of the Company since 1988 and is the former Chairman of the Board of Sfernice, a subsidiary of the Company.

Donald G. Alfson has been a Director of the Company since May 1992 and the President of Vishay Electronic Components, U.S. and Asia, and Dale since April 1992. Mr. Alfson has been employed by the Company since 1972.

Dr. Gerald Paul has served as a Director of the Company since May 1993 and President of Vishay Electronic Components, Europe since January 1994. Dr. Paul has been Managing Director of Draloric Electronic GmbH since January 1991. Dr. Paul has been employed by the Company since February 1978.

Mark I. Solomon has served as a Director of the Company since May 1993. He has been the Chairman of CMS Companies for more than the past five years.

DESCRIPTION OF CAPITAL STOCK

The aggregate number of shares of capital stock which the Company has authority to issue is 51,000,000 shares: 1,000,000 shares of Preferred Stock, par value $1.00 per share, 35,000,000 shares of common stock, par value $.10 per share (the "Common Stock"), and 15,000,000 shares of Class B Common Stock, par value $.10 per share (the "Class B Common Stock"). No shares of Preferred Stock have been issued. At July 8, 1994, there were 18,539,168 shares of Common Stock and 3,753,711 shares of Class B Common Stock outstanding.

Holders of Common Stock and Class B Common Stock are entitled to receive, and share ratably on a per share basis, after any required payment on shares of Preferred Stock then outstanding, in such dividends and other distributions of cash, stock or property of the Company as may be declared by the Board of Directors from time to time out of assets legally available therefor, and in distributions upon liquidation of the Company. In the event of a stock dividend or stock split, holders of Common Stock will receive shares of Common Stock and holders of Class B Common Stock will receive shares of Class B Common Stock. Neither the Common Stock nor the Class B Common Stock may be split, divided or combined unless the other is split, divided or combined equally.

The Common Stock and the Class B Common Stock vote together as one class on all matters subject to stockholder approval, except that the approval of the holders of Common Stock and of Class B Common Stock, each voting separately as a class, is required to authorize issuances of additional shares of Class B Common Stock other than in connection with stock splits and stock dividends.

The holders of Common Stock are entitled to one vote for each share held. Holders of Class B Common Stock are entitled to 10 votes for each share held. Since the Class B Common Stock carries additional voting rights, the holders of Class B Common Stock will be able to cause the election of their nominees as directors of the Company. The existence of the Class B Common Stock may make the Company less attractive as a target for a takeover proposal and may render more difficult or discourage a merger proposal or proxy contest for the removal of the incumbent directors, even if such actions were favored by the stockholders of the Company other than the holders of the Class B Common Stock. Accordingly, the existence of the Class B Common Stock may deprive the holders of Common Stock of an opportunity they might otherwise have to sell their shares at a premium over the prevailing market price in connection with a merger or acquisition. Under Delaware law and the Company's Certificate of Incorporation, the approval by a majority of the votes of the outstanding shares of stock of the Company entitled to vote is required in order to consummate certain major corporate transactions, such as a merger or a sale of substantially all assets of the Company. Upon the consummation of this offering, Dr. Zandman, together with Mr. Alfred Slaner and Mrs. Luella Slaner as co-trustees (the "Slaner Trustees") under a revocable trust created by Mr. Slaner under an agreement dated January 15, 1987, will continue to control the Company and will hold a sufficient number of shares of Class B Common Stock and Common Stock to approve or disapprove any such transaction regardless of how other shares of the Company's capital stock are voted. See "Principal Stockholders."

Shares of Class B Common Stock are convertible into shares of Common Stock on a one-to-one basis at any time at the option of the holder thereof. The Class B Common Stock is not transferable except to the holder's spouse, certain of such holder's relatives, certain trusts established for their benefit, corporations and partnerships beneficially owned and controlled by such holder, charitable organizations and such holder's estate. Upon any transfer made in violation of those restrictions, shares of Class B Common Stock will be automatically converted into shares of Common Stock on a one-for-one basis.

Neither the holders of Common Stock nor the holders of Class B Common Stock have any preemptive rights to subscribe for additional shares of capital stock of the Company.

The Common Stock is listed on the New York Stock Exchange. There is no public market for shares of Company's Class B Common Stock. All outstanding shares of Common Stock and Class B Common Stock are, and upon issuance, the shares of Common Stock to be sold hereunder will be, validly issued, fully paid and nonassessable.

The Company furnishes to its stockholders annual reports containing financial statements certified by an independent public accounting firm. In addition, the Company furnishes to its stockholders quarterly reports containing unaudited financial information for each of the first three quarters of each year.

American Stock Transfer & Trust Company is the transfer agent and registrar of the Company's Common Stock and Class B Common Stock.

PRINCIPAL STOCKHOLDERS

Dr. Felix Zandman and the Slaner Trustees control a majority of the voting power of the Company. At July 15, 1994, the Slaner Trustees owned 1,481,738 shares of Common Stock, or 8% of the shares of Common Stock outstanding, and 1,482,479 shares of the Class B Common Stock or 39% of the shares of Class B Common Stock outstanding, which represented a combined total of 29% of the voting power of the Company as of that date. At July 15, 1994, Dr. Zandman owned 27,344 shares of Common Stock, or .2% of the shares of Common Stock outstanding, and 2,028,631 shares of Class B Common Stock, or 54% of the shares of Class B Common Stock outstanding, which represented a combined total of 36% of the Company's voting power as of that date. See "Description of Capital Stock."

CERTAIN UNITED STATES TAX CONSEQUENCES TO NON-UNITED STATES HOLDERS OF COMMON STOCK

General

The following is a general discussion of all material United States federal income and estate tax consequences of the ownership and disposition of Common Stock by a holder who is not a United States person (a "Non-U.S. Holder"). For this purpose, the term "Non-U.S. Holder" is defined as any person who is, as to the United States, a foreign corporation, a non-resident alien individual, a non-resident fiduciary of a foreign estate or trust, or a foreign partnership one or more of the members of which is, for United States federal income tax purposes, a foreign corporation, a

non-resident alien, a non-resident individual or a non-resident fiduciary of a foreign estate or trust. This discussion does not address all aspects of United States federal income and estate taxes and does not deal with foreign, state and local consequences that may be relevant to such Non-U.S. Holders in light of their personal circumstances. Furthermore, this discussion is based on current provisions of the Internal Revenue Code of 1986, as amended (the "Code"), existing and proposed regulations promulgated thereunder and administrative and judicial interpretations thereof, all of which are subject to change. Each prospective purchaser of Common Stock is advised to consult a tax advisor with respect to current and possible future tax consequences of acquiring, holding and disposing of Common Stock.

An individual may, subject to certain exceptions, be deemed to be a resident alien (as opposed to a non-resident alien) by virtue of being present in the United States on at least 31 days in the calendar year and for an aggregate of at least 183 days during a three-year period ending in the current calendar year (counting for such purposes all of the days present in the current year, one-third of the days present in the immediately preceding year, and one-sixth of the days present in the second preceding year). Resident aliens are subject to United States federal tax as if they were United States citizens and residents.

Dividends

The Company does not currently pay cash dividends on its capital stock. See "Dividend Policy." In the event, however, that the Company pays cash dividends in the future, such dividends paid to a Non-U.S. Holder of Common Stock will be subject to withholding of United States federal income tax at a 30% rate or such lower rate as may be specified by an applicable income tax treaty, unless the dividends are effectively connected with the conduct of a trade or business of the Non-U.S. Holder within the United States. If the dividend is effectively connected with the conduct of a trade or business of the Non-U.S. Holder within the United States, the dividend would be subject to United States federal income tax on a net income basis at applicable graduated individual or corporate rates and would be exempt from the 30% withholding tax described above. Any such effectively connected dividends received by a foreign corporation may, under certain circumstances, be subject to an additional "branch profits tax" at a 30% rate or such lower rate as may be specified by an applicable income tax treaty.

Under current United States Treasury regulations, dividends paid to an address outside the United States are presumed to be paid to a resident of such country for purposes of the withholding discussed above and, under the current interpretation of United States Treasury regulations, for purposes of determining the applicability of a tax treaty rate. Under proposed United States Treasury regulations not currently in effect, however, a Non-U.S. Holder of Common Stock who wishes to claim the benefit of an applicable treaty rate would be required to satisfy applicable certification and other requirements. Certain certification and disclosure requirements must be complied with in order to be exempt from withholding under the effectively connected income exemption discussed above.

A Non-U.S. Holder of Common Stock eligible for a reduced rate of United States withholding tax pursuant to a tax treaty may obtain a refund of any excess amounts currently withheld by filing an appropriate claim for refund with the United States Internal Revenue Service (the "Service").

Gain on Disposition of Common Stock

A Non-U.S. Holder generally will not be subject to United States federal income tax (and generally no tax will be withheld) with respect to gain recognized on a sale or other disposition of Common Stock unless (i) the gain is effectively connected with a trade or business of the Non-U.S. Holder in the United States, (ii) in the case of a Non-U.S. Holder who is an individual and holds the Common Stock as a capital asset, such holder is present in the United States for 183 or more days in the taxable year of the sale or other disposition and certain other conditions are met or (iii) the Company is or has been a "U.S. real property holding corporation" for United States federal income tax purposes. The Company is not and does not anticipate becoming a "U.S. real property holding corporation" for United States federal income tax purposes.

If an individual Non-U.S. Holder falls under clause (i) above, he will be taxed on his net gain derived from the sale under regular graduated United States federal income tax rates. If the individual falls under clause (ii) above, he will be subject to a flat 30% tax on the gain derived from the sale which may be offset by United States capital losses (notwithstanding the fact that he is not considered a resident of the United States). Thus, Non-U.S. Holders who have spent 183 days or more in the United States in the taxable year in which they contemplate a sale of the Common Stock are urged to consult their tax advisors as to the tax consequences of such sale.

If the Non-U.S. Holder that is a foreign corporation falls under clause (i) above, it will be taxed on its gain on a net income basis at applicable graduated corporate rates and, in addition, be subject to the branch profits tax equal to 30% of its "effectively connected earnings and profits" within the meaning of the Code for the taxable year, as adjusted for certain items, unless it qualifies for a lower rate under an applicable income tax treaty.

Federal Estate Taxes

Common Stock owned, or treated as owned, by a non-resident alien individual (as specifically determined for United States federal estate tax purposes) at the time of death will be included in such holder's gross estate for United States federal estate tax purposes, unless an applicable estate tax treaty provides otherwise.

United States Information Reporting and Backup Withholding Tax

The Company must report annually to the Service and to each Non-U.S. Holder the amount of dividends paid to such holder and the tax withheld with respect to such dividends. These information reporting requirements apply regardless of whether withholding is required. Copies of the information returns reporting such dividends and withholding may also be made available to the tax authorities in the country in which the Non-U.S. Holder resides under the provisions of an applicable income tax treaty.

United States backup withholding tax (which generally is a withholding tax imposed at the rate of 31% on certain payments to persons that fail to furnish certain information under the United States information reporting requirements) generally will not apply to (a) the payment of dividends paid on Common Stock to a Non-U.S. Holder at an address outside the United States or (b) the payment of the proceeds of the sale of Common Stock to or through the foreign office of a broker. In the case of the payment of proceeds from such a sale of Common Stock through a foreign office of a broker that is a United States person or a "U.S. related person," however, information reporting (but not backup withholding) is required with respect to the payment unless the broker has documentary evidence in its files that the owner is a Non-U.S. Holder and certain other requirements are met or the holder otherwise establishes an exemption. For this purpose, a "U.S. related person" is (i) a "controlled foreign corporation" for United States federal income tax purposes, or (ii) a foreign person 50% or more of whose gross income from all sources for the three-year period ending with the close of its taxable year preceding the payment (or for such part of the period that the broker has been in existence) is derived from activities that are effectively connected with the conduct of a United States trade or business. The payment of the proceeds of a sale of shares of Common Stock to or through a Unired States office of a broker is subject to information reporting and possible backup withholding unless the owner certifies its non-United States status under penalties of perjury or otherwise establishes an exemption. Any amounts withheld under the backup withholding rules from a payment to a Non-U.S. Holder will be allowed as a refund or a credit against such Non-U.S. Holder's United States federal income tax liability, provided that the required information is furnished to the Service.

These information reporting and backup withholding rules are under review by the United States Treasury, and their application to the Common Stock could be changed prospectively by future regulations.

THE FOREGOING DISCUSSION IS INCLUDED FOR GENERAL INFORMATION ONLY. ACCORDINGLY, EACH PROSPECTIVE PURCHASER IS URGED TO CONSULT WITH HIS TAX ADVISOR WITH RESPECT TO THE UNITED STATES FEDERAL INCOME TAX CONSEQUENCES OF THE OWNERSHIP AND DISPOSITION OF COMMON STOCK, INCLUDING THE APPLICATION AND EFFECT OF THE LAWS OF ANY STATE, LOCAL, FOREIGN OR OTHER TAXING JURISDICTION.

UNDERWRITING

The underwriters of the U.S. Offering named below (the "U.S. Underwriters"), for whom Bear, Stearns & Co. Inc., Donaldson, Lufkin & Jenrette Securities Corporation, Lehman Brothers Inc., Merrill Lynch, Pierce, Fenner & Smith Incorporated and Salomon Brothers Inc are acting as representatives, have severally agreed with the Company, subject to the terms and conditions of the U.S. Underwriting Agreement (the form of which has been filed as an exhibit to the Registration Statement of which this Prospectus is a part), to purchase from the Company the aggregate number of U.S. Shares set forth opposite their respective names below:

Name of U.S. Underwriter	Number of U.S. Shares
Bear, Stearns & Co. Inc.	
Donaldson, Lufkin & Jenrette Securities Corporation....	
Lehman Brothers Inc.	
Merrill Lynch, Pierce, Fenner & Smith, Incorporated....	
Salomon Brothers Inc	
Total	2,200,000

The Managers of the concurrent International Offering named below (the "Managers"), for whom Bear, Stearns International Limited, Donaldson, Lufkin & Jenrette Securities Corporation, Lehman Brothers International (Europe), Merrill Lynch International Limited and Salomon Brothers International Limited are acting as lead Managers, have severally agreed with the Company, subject to the terms and conditions of the International Underwriting Agreement (the form of which has been filed as an exhibit to the Registration Statement of which this Prospectus is a part), to subscribe and pay for the aggregate number of International Shares set forth opposite their respective names below:

Name of Manager	Number of International Shares
Bear, Stearns International Limited.....	
Donaldson, Lufkin & Jenrette Securities Corporation....	
Lehman Brothers International (Europe).....	
Merrill Lynch International Limited	
Salomon Brothers International Limited.....	
Total	550,000

The nature of the respective obligations of the U.S. Underwriters and the Managers is such that all of the U.S. Shares and all of the International Shares must be purchased if any are purchased. Those obligations are subject, however, to various conditions, including the approval of certain matters by counsel. The Company has agreed to indemnify the U.S. Underwriters and the Managers against certain liabilities, including liabilities under the Act, and, where such indemnification is unavailable, to contribute to payments that the U.S. Underwriters and the Managers may be required to make in respect of such liabilities.

The Company has been advised that the U.S. Underwriters propose to offer the U.S. Shares in the United States and Canada and the Managers propose to offer the International Shares outside the United States and Canada, initially at the public offering price set forth on the cover page of this Prospectus and to certain selected dealers at such price less a concession not to exceed $0. ---- per share; that the U.S. Underwriters and the Managers may allow, and such selected dealers may reallow, a concession to certain other dealers not to exceed $0. ---- per share; and that after the commencement of the Offering, the public offering price and the concessions may be changed.

The Company has granted the U.S. Underwriters and the Managers options to purchase in the aggregate up to 412,500 additional shares of Common Stock solely to cover over-allotments, if any. The options may be exercised in whole or in part at any time within 30 days after the date of this Prospectus. To the extent the options are exercised, the U.S. Underwriters and the Managers will be severally committed, subject to certain conditions, to purchase the additional shares in proportion to their respective purchase commitments as indicated in the preceding tables.

Pursuant to an agreement between the U.S. Underwriters and the Managers (the "Agreement Between"), each U.S. Underwriter has agreed that, as part of the distribution of the U.S. Shares and subject to certain exceptions, (a) it is not purchasing any U.S. Shares for the account of anyone other than a U.S. or Canadian Person (as defined below) and (b) it has not offered or sold, and will not offer, sell, resell or deliver, directly or indirectly, any U.S. Shares or distribute any prospectus relating to the U.S. Offering outside the United States or Canada or to anyone other than a U.S. or Canadian Person or a dealer who similarly agrees. Similarly, pursuant to the Agreement Between, each Manager has agreed that, as part of the distribution of the International Shares and subject to certain exceptions, (a) it is not purchasing any of the International Shares for the account of any U.S. or Canadian Person and (b) it has not offered or sold, and will not offer, sell, resell or deliver, directly or indirectly, any of the International Shares or distribute any prospectus relating to the International Offering in the United States or Canada or to any U.S. or Canadian Person or a dealer who does not similarly agree. As used herein, "U.S. or Canadian Person" means any resident or citizen of the United States or Canada, any corporation, pension, profit sharing or other trust, or other entity organized under or governed by the laws of the United States or Canada or of any political subdivision thereof (other than the foreign branch of any U.S. or Canadian Person), any estate or trust, the income of which is subject to United States or Canadian federal income taxation regardless of the source of its income, and any United States or Canadian branch of a person other than a U.S. or Canadian Person. The term "United States" means the United States of America, its territories, its possessions and other area subject to its jurisdiction; and "Canada" means the provinces of Canada, its territories, its possessions and other areas subject to its jurisdiction.

Pursuant to the Agreement Between, sales may be made between the U.S. Underwriters and the Managers of such number of shares of Common Stock as may be mutually agreed upon. The price of any shares so sold shall be the public offering price as then in effect for the Common Stock being sold by the U.S. Underwriters and the Managers, less an amount not greater than the selling concession allocable to such Common Stock. To the extent that there

are sales between the U.S. Underwriters and the Managers pursuant to the Agreement Between, the number of shares initially available for sale by the U.S. Underwriters or by the Managers may be more or less than the amount specified on the cover page of this Prospectus.

Each U.S. Underwriter and each Manager has represented and agreed that (i) it has not offered or sold, and will not offer or sell, in the United Kingdom by means of any document, any shares of Common Stock other than to persons whose ordinary business it is to buy or sell shares or debentures, whether as principal or agent (except under circumstances which do not constitute an offer to the public within the meaning of the Companies Act 1985 of Great Britain); (ii) it has complied and will comply with applicable provisions of the Financial Services Act 1986 with respect to anything done by it in relation to the Common Stock in, from or otherwise involving the United Kingdom, and (iii) it has only issued or passed on, and will only issue or pass on to any person in the United Kingdom, any documents received by it in connection with the issue of Common Stock if that person is of a kind described in Article 9(3) of the Financial Services Act 1986 (Investment Advertisements) (Exemptions) Order 1988 (as amended) or in other circumstances exempted from the restrictions on advertising in the Financial Services Act 1986.

Purchasers of the shares offered hereby may be required to pay stamp taxes and other charges in accordance with the laws and practices of the country of purchase in addition to the initial public offering price set forth on the cover page hereof.

The Company and its principal stockholders have agreed that, for a period of 90 days after the date of this Prospectus, they will not, without the prior written consent of the Representatives, sell, offer to sell or otherwise dispose of any shares (or securities convertible into or exercisable for shares) of Common Stock or Class B Common Stock, other than the sale of the shares offered hereby, the issuance of shares of Common Stock upon the exercise of employee stock options, the grant of such options and the conversion of outstanding shares of Class B Common Stock into shares of Common Stock.

From time to time in recent years, Bear, Stearns & Co. Inc. ("Bear Stearns"), Lehman Brothers Inc. and Salomon Brothers Inc ("Salomon") have performed various investment banking and other financial advisory services for the Company for which they have received customary compensation. Such services included, in the case of Bear Stearns, acting as a financial advisor to the Company in 1994 in connection with long-term financial planning, in the case of Bear Stearns and Salomon, acting as co-managing underwriters for the public offering of shares of the Company's Common Stock in August 1990 and as standby purchasers in connection with the Company's call of the Debentures for redemption in September 1992, and, in the case of all three firms, acting as co-managing underwriters for the public offering of the Company's Common Stock in December 1992. In addition, Merrill Lynch, Pierce, Fenner & Smith Incorporated acted as financial advisor to Thomas & Betts Corporation in connection with the sale of Vitramon to the Company, for which it received customary compensation.

NOTICE TO CANADIAN RESIDENTS

Resale Restrictions

The distribution of the Common Stock in Canada is being made only on a private placement basis exempt from the requirement that the Company prepare and file a prospectus with the securities regulatory authorities in each province where trades of Common Stock are effected. Accordingly, any resale of the Common Stock in Canada must be made in accordance with applicable securities laws which will vary depending on the relevant jurisdiction, and which may require resales to be made in accordance with available statutory exemptions or pursuant to a discretionary exemption granted by the applicable Canadian securities regulatory authority. Purchasers are advised to seek legal advice prior to any resale of the Common Stock.

Representations of Purchasers

Confirmations of the acceptance of offers to purchase shares of Common Stock will be sent to Canadian residents to whom this Prospectus has been sent and who have not withdrawn their offers to purchase prior to the issuance of such confirmations. Each purchaser of Common Stock in Canada who receives a purchase confirmation will be deemed to represent to the Company and the dealer from whom such purchase confirmation is received that (i) such purchaser is entitled under applicable provincial securities laws to purchase such Common Stock without the benefit of a prospectus qualified under such securities laws, (ii) where required by law, such purchaser is purchasing as principal and not as agent and (iii) such purchaser has reviewed the text above under "Notice to Canadian Residents - Resale Restrictions."

Notice to Ontario Residents

The Common Stock offered hereby is being issued by a foreign issuer and Ontario purchasers will not receive the contractual right of action prescribed by Section 32 of the Regulation under the Securities Act (Ontario). As a result, Ontario purchasers must rely on other remedies that may be available, including common law rights of action for damages or rescission or rights of action under the civil liability provisions of the U.S. federal securities laws.

All of the Company's directors and officers as well as the experts named herein may be located outside of Canada and, as a result, it may not be possible for Ontario purchasers to effect service of process within Canada upon the Company or such persons. All or a substantial portion of the assets of the Company and such persons may be located outside of Canada and, as a result, it may not be possible to satisfy a judgment against the Company or such persons in Canada or to enforce a judgment obtained in Canadian courts against the Company or persons outside of Canada.

Notice to British Columbia Residents

A purchaser of Common Stock to whom the Securities Act (British Columbia) applies is advised that such purchaser is required to file with the British Columbia Securities Commission a report within ten days of the sale of any Common Stock acquired by such purchaser pursuant to this offering. Such report must be in the form attached to British Columbia

Securities Commission Blanket Order BOR #88/5, a copy of which may be obtained from the Company. Only one such report must be filed in respect of Common Stock acquired on the same date under the same prospectus exemption.

Notice to Nova Scotia Residents

The Securities Act (Nova Scotia) provides that where a Canadian offering document, together with any amendments thereto, contains a misrepresentation, a purchaser who purchases securities shall be deemed to have relied on such misrepresentation if it was a misrepresentation at the time of purchase and has a right of action for damages against the seller of the securities or he may elect to exercise the right of rescission against the seller, in which case he shall have no right of action for damages against the seller, provided that:

(a) the seller will not be liabile if the seller proves that the purchaser purchased the securities with knowledge of the misrepresentation;

(b) in an action for damages the seller will not be liable for all or any portion of such damages that the seller proves do not represent the depreciation in value of the security as a result of the misrepresentation relied upon;

(c) in no case shall the amount recoverable pursuant to the right of action exceed the price at which the securities were offered; and

(d) the action for rescission or damages conferred by the Securities Act (Nova Scotia) is in addition to and without derogation from any other rights the purchaser may have at law;

but no action to enforce these rights may be commenced:

(i) in the case of an action for rescission, 180 days after the date of the transaction that gave rise to the cause of action; or

(ii) in the case of an action for damages, the earlier of:

(1) 180 days after the purchaser first had knowledge of the facts giving rise to the cause of action; or

(2) three years after the date of the transaction that gave rise to the cause of action.

Language of Documents

All Canadian purchasers of shares of Common Stock acknowledge that all documents evidencing or relating in any way to the sale of such shares will be drawn in the English language only. Vous reconnaissez par les presentes que c'est votre volente express que tous les documents faisant foi ou se rapportant de quelque maniere a la vente des mobilieres rediges en anglais seulement.

EXPERTS

The consolidated financial statements of Vishay Intertechnology, Inc., appearing in the Company's Annual Report (Form 10-K) for the year ended December 31, 1993, have been audited by Ernst & Young, independent auditors, as set forth in their report thereon included therein and incorporated herein by reference. Such consolidated financial statements are incorporated herein by reference in reliance upon such report given upon the authority of such firm as experts in accounting and auditing.

The combined financial statements of Vitramon, Incorporated and Vitramon Limited (U.K.) as of and for the years ended January 1, 1994 and January 2, 1993 have been incorporated by reference herein in reliance upon the report of KPMG Peat Marwick, independent certified public accountants, incorporated by reference herein and upon the authority of said firm as experts in accounting and auditing.

LEGAL MATTERS

The legality of the Common Stock offered hereby is being passed upon for the Company by Kramer, Levin, Naftalis, Nessen, Kamin & Frankel, New York, New York. Certain legal matters will be passed upon for the U.S. Underwriters and Managers by Weil, Gotshal and Manges (a partnership including professional corporations), New York, New York.

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INDEX TO PRO FORMA CONDENSED
CONSOLIDATED FINANCIAL STATEMENTS

PRO FORMA CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
VISHAY INTERTECHNOLOGY, INC.
AND
VITRAMON
(Unaudited)

The following pro forma condensed consolidated balance sheet (unaudited) as of March 31, 1994 and pro forma condensed consolidated statements of operations (unaudited) for the year ended December 31, 1993 and the three months ended March 31, 1994 give effect to (i) Vishay's acquisition of all of the capital stock of Vitramon from Thomas & Betts Corporation and (ii) the sale by Vishay of 2,750,000 shares of Common Stock pursuant to a contemplated public offering (assuming a public offering price of $42.50 per share based on the closing market price of the Common Stock on July 14, 1994) and the use of such proceeds to fund the prepayment of the Bridge Facility and reduce revolving credit borrowings. The pro forma condensed consolidated statements of operations for the year ended December 31, 1993 and the three months ended March 31, 1994, present the results of operations of Vishay as if both of the above mentioned transactions were consummated as of January 1, 1993. The pro forma information is based on the historical financial statements of Vishay and Vitramon, giving effect to the acquisition under the purchase method of accounting and the assumptions and adjustments set forth in the accompanying notes.

These pro forma condensed consolidated financial statements have been prepared by Vishay's management based upon the audited combined financial statements of Vitramon for the year ended January 1, 1994 and the unaudited combined interim financial statements of Vitramon as of and for the quarter ended April 2, 1994. These pro forma financial statements may not be indicative of the results that actually would have occurred if Vishay had acquired all of the capital stock of Vitramon on the dates indicated or those that may be obtained in the future. The pro forma financial statements should be read in conjunction with the consolidated financial statements of Vishay included in Vishay's Annual Report on Form 10-K for the year ended December 31, 1993 and Vishay's Quarterly Report on Form 10-Q for the quarter ended March 31, 1994, and the combined financial statements of Vitramon for the year ended January 1, 1994 and as of and for the quarter ended April 2, 1994, incorporated by reference herein.

PRO FORMA CONDENSED CONSOLIDATED BALANCE SHEET
(UNAUDITED)

	March 31, 1994 As Reported Vishay	April 2, 1994 As Reported Vitramon	Pro Forma Adjustments	March 31, 1994 Pro Forma
		(In thousands)		
ASSETS				
Cash and cash equivalents	$ 19,155	$ 14,589		$ 33,744
Accounts receivable	151,297	17,020		168,317
Inventories	226,468	20,077		246,545
Other current assets	38,241	2,707	($2,090)(C)	38,858
Total Current Assets	435,161	54,393	(2,090)	487,464
Property and equipment	433,568	44,711	10,000 (C)	488,279
Goodwill	120,695		105,718 (C)	226,413
Other assets	14,266	949	5,250 (C) 1,900 (C)	22,365
	$1,003,690	$100,053	$ 120,778	$1,224,521
LIABILITIES AND STOCKHOLDERS' EQUITY				
Accounts and notes payable	$ 86,202	$ 24,605	($18,000)(C)	$ 92,807
Other current liabilities	91,610	20,280	(10,530)(C)	101,360
Current portion of long-term debt	30,543	1,909	(1,909)(C)	30,543
Total Current Liabilities	208,355	46,794	(30,439)	224,710
Long-term debt	285,475	13,790	186,700 (A) (111,375)(B) (13,790)(C)	360,800
Other non-current liabilities	116,722	2,819	15,000 (C) (43)(C)	134,498
Stockholders' equity Common stock	2,123	234	275 (B) (234)(C)	2,398
Other stockholders' equity	391,015	36,416	111,100 (B) (36,416)(C)	502,115
	$1,003,690	$100,053	$ 120,778	$1,224,521

See notes to pro forma condensed consolidated financial statements.

PRO FORMA CONDENSED CONSOLIDATED STATEMENT OF OPERATIONS
(UNAUDITED)

	Year ended December 31, 1993 As Reported Vishay	Year ended January 1, 1994 As Reported Vitramon	Pro Forma Adjustments - Note D	Year Ended December 31, 1993 Pro Forma
	(In thousands, except per share data)			
Net sales	$856,272	$118,394		$974,666
Costs of products sold	663,239	81,512	($4,253)(2)	740,498
Gross profit	193,033	36,882	4,253	234,168
Selling, general, and administrative expenses	118,906	24,136	(5,783)(5) 271 (6)	137,530
Restructuring expenses	6,659			6,659
Unusual items	(7,221)			(7,221)
Operating income	74,689	12,746	9,765	97,200
Other income (expense):				
Interest expense	(20,624)	(3,229)	(4,142)(1) 3,229 (3)	(24,766)
Goodwill amortization	(3,294)		(2,643)(4)	(5,937)
Other	123	(84)		39
	(23,795)	(3,313)	(3,556)	(30,664)
Earnings before income taxes and cumulative effect of accounting change	50,894	9,433	6,209	66,536
Income taxes	8,246	4,773	2,173 (7)	15,192
Earnings before cumulative effect of accounting change	42,648	4,660	4,036	51,344
Cumulative effect of accounting change for income taxes	1,427			1,427
Net earnings	$ 44,075	$ 4,660	$ 4,036	$ 52,771
Earnings per share - Note E				
Before cumulative effect of accounting change	$1.91			$2.05
Accounting change for income taxes	$0.07			$0.06
Net earnings	$1.98			$2.11
Weighted average shares outstanding - Note E	22,289			25,039

See notes to pro forma condensed consolidated financial statements.

PRO FORMA CONDENSED CONSOLIDATED STATEMENT OF OPERATIONS
(UNAUDITED)

	Three Months Ended March 31, 1994 As Reported Vishay	Three Months Ended April 2, 1994 As Reported Vitramon	Pro Forma Adjustments - Note D	Three Months Ended March 31, 1994 Pro Forma
	(In thousands, except per share data)			
Net sales	$226,015	$34,575		$260,590
Costs of products sold	175,215	23,743	($1,092)(2)	197,866
Gross profit	50,800	10,832	1,092	62,724
Selling, general, and administrative expenses	30,176	6,528	(1,569)(5) 68 (6)	35,203
Operating income	20,624	4,304	2,593	27,521
Other income (expense):				
Interest expense	(5,040)	(729)	(1,035)(1) 729 (3)	(6,075)
Goodwill amortization	(801)		(661)(4)	(1,462)
Other	468	73		541
	(5,373)	(656)	(967)	(6,996)
Earnings before income taxes	15,251	3,648	1,626	20,525
Income taxes	2,593	1,676	569 (7)	4,838
Net earnings	$ 12,658	$ 1,972	$ 1,057	$ 15,687
Earnings per share - Note E	$0.57			$0.63
Weighted average shares outstanding - Note E	22,292			25,042

See notes to pro forma condensed consolidated financial statements.

NOTES TO PRO FORMA CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(UNAUDITED) (DOLLARS IN THOUSANDS, EXCEPT PER SHARE AMOUNTS)

Certain financial information has been derived from the combined audited financial statements and notes thereto of Vitramon for the year ended January 1, 1994 and from Vitramon's unaudited combined interim financial statements as of and for the quarter ended April 2, 1994.

(A) Reflects an increase in outstanding indebtedness as a result of the purchase by Vishay of all of the capital stock of Vitramon from Thomas & Betts. Assumes additional borrowings of $200,000 (including $100,000 Bridge Facility) from a syndicate of banks, use of $186,700 of such borrowings to finance the acquisition and use of $13,300 to reduce revolving credit borrowings, which results in increased long-term debt of $186,700. Purchase price and related costs financed through long-term debt:

Purchase price	$184,000
Professional fees and other liabilities	2,700
Total purchase price	$186,700

(B) Reflects the assumed receipt of the estimated net proceeds of $111.4 million from the proposed sale by Vishay of 2,750,000 shares of Common Stock pursuant to a contemplated public offering (assuming a public offering price of $42.50 per share based on the closing market price of the Common Stock on July 14, 1994) and the use of such proceeds to fund the prepayment of the $100,000 Bridge Facility and to reduce revolving credit borrowings.

	Increase (Decrease)
Long-term debt	$(111,375)
Common stock	275
Other stockholders' equity	111,100

(C) Under purchase accounting, Vitramon's assets and liabilities are required to be adjusted from historical amounts to their estimated fair values. Purchase accounting adjustments have been preliminarily estimated by Vishay's management based upon available information and are believed by management to be reasonable. There can be no assurance, however, that the estimated adjustments represent the final purchase accounting adjustments that will ultimately be determined by Vishay. The following pro forma adjustments have been made to reflect the estimated fair values of the assets and liabilities of Vitramon as of March 31, 1994 and to eliminate assets and liabilities which were retained by Thomas & Betts under the terms of the purchase agreement.

	Net Assets Increase (Decrease)
As reported by Vitramon:	
Common Stock	$ 234
Other stockholders' equity	36,416
	36,650
Fair value adjustments:	
Property and equipment	10,000
Estimated Vitramon restructuring costs	(15,000)
Deferred income taxes	
Other current assets	(2,090)
Other assets	5,250
Other non-current liabilities	43
Assets and liabilities retained by Thomas & Betts:	
Accounts and notes payable	18,000
Other current liabilities	10,530
Current portion of long-term debt	1,909
Long-term debt	13,790
Deferred bank costs	1,900
Cost in excess of net assets of company acquired	105,718
Total purchase price	$186,700

(D) For purposes of determining the pro forma effect of the Vitramon acquisition on the Vishay consolidated statement of operations, the following estimated pro forma adjustments have been made:

	Increase (Decrease) Income	
	Year Ended 12/31/93	Three Months Ended 3/31/94
1. Interest expense on net additional variable rate long-term debt of $75,300 at a 5.5% assumed rate	$(4,142)	$(1,035)
2. Decrease in depreciation resulting from adjustments to fair value of property, plant and equipment and the establishment by Vishay of estimated remaining useful lives	4,253	1,092
3. Elimination of Vitramon's interest expense relating to debt not assumed by Vishay	3,229	729
4. Amortization of cost in excess of net assets acquired (goodwill) over a forty-year period	(2,643)	(661)
5. Elimination of Vitramon's management charges from parent	5,783	1,569
6. Amortization of deferred bank costs over a seven-year period	(271)	(68)
7. Income tax expense applicable to adjustments at a 35% assumed rate	(2,173)	(569)
	$ 4,036	$ 1,057

Vitramon's management charges from parent noted above represent services provided by Thomas & Betts for general management, accounting, internal audit, cash management, risk management, human resources, legal and tax services. These costs have been eliminated as Vishay's current organization is structured to provide these management services without incurring significant additional costs.

(E) Earnings per share for the year ended December 31, 1993 and the three months ended March 31, 1994 were computed as follows (in thousands, except earnings per share data):

	Year Ended 12/31/93	Three Months Ended 3/31/94
Weighted average number of common shares outstanding.....	22,289	22,292
Contemplated issuance of common stock	2,750	2,750
Total.....	25,039	25,042
Pro forma net earnings	$52,771	$15,687
Pro forma net earnings per share.....	$ 2.11	$ 0.63

No dealer, salesman, or other person has been authorized to give any information or to make any representation not contained in or incorporated by reference in this Prospectus in connection with the offer contained herein and, if given or made, such other information or representation must not be relied upon as having been authorized by the Company, any Underwriter or any other person. This Prospectus does not constitute an offer to sell or a solicitation of an offer to buy, any securities other than the registered securities to which it relates, or an offer to sell or a solicitation of an offer to buy, to anyone in any jurisdiction in which such offer or solicitation is not authorized or in which the person making such offer or solicitation is not qualified to do so, or to anyone to whom it is unlawful to make such offer or solicitation. Neither the delivery of this Prospectus nor any sale made hereunder shall, under any cir- cumstances, create any implication that there has been no change in the affairs of the Company since the date hereof or that the information contained or incorporated by reference herein is correct as of any time subsequent to its date.

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2,750,000 SHARES

VISHAY
INTERTECHNOLOGY, INC.

COMMON STOCK

LOGO

PROSPECTUS

BEAR, STEARNS & CO. INC.

DONALDSON, LUFKIN & JENRETTE
SECURITIES CORPORATION

LEHMAN BROTHERS

MERRILL LYNCH & CO.

SALOMON BROTHERS INC

, 1994

SUBJECT TO COMPLETION, DATED JULY 19, 1994 LOGO

PROSPECTUS

2,750,000 Shares

Vishay Intertechnology, Inc.

Common Stock

All of the 2,750,000 shares of Common Stock offered hereby are being sold by the Company. Of those shares, 550,000 shares (the "International Shares") are being offered outside the United States and Canada (the "International Offering") by the Managers and 2,200,000 shares (the "U.S. Shares") are being offered concurrently in the United States and Canada (the "U.S. Offering") by the U.S. Underwriters. The public offering price and the underwriting discounts and commissions are identical for both the International Offering and the U.S. Offering (collectively, the "Offering").

The Common Stock is traded on the New York Stock Exchange under the symbol VSH. On July 15, 1994, the last sale price of the Common Stock as reported on the New York Stock Exchange Composite Tape was $42.75 per share. See "Price Range of Common Stock and Dividend Policy."

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION NOR HAS THE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

	Price to Public	Underwriting Discounts and Commissions (1)	Proceeds to Company (2)
Per Share.....	$	$	$
Total(3).....	$	$	$

(1) See "Underwriting" for indemnification arrangements with the U.S. Underwriters and the Managers.

(2) Before deducting expenses of the Offering payable by the Company, estimated at $.

(3) The Company has granted the U.S. Underwriters and the Managers 30-day options to purchase in the aggregate up to 412,500 additional shares of Common Stock solely to cover over-allotments, if any. If the options are exercised in full, the total Price to Public, Underwriting Discounts and Commissions and Proceeds to Company will be $, $ and $, respectively. See "Underwriting."

The International Shares are offered by the several Managers, subject to prior sale, when, as and if delivered to and accepted by them and subject to certain conditions, including the approval of certain legal matters by counsel. The Managers reserve the right to withdraw, cancel or modify the International Offering and to reject orders in whole or in part. It is expected that delivery of the International Shares will be made against payment therefor on or about , 1994, at the offices of Bear, Stearns & Co. Inc., 245 Park Avenue, New York, New York 10167.

Bear, Stearns International Limited

Donaldson, Lufkin & Jenrette Securities Corporation

Lehman Brothers

Merrill Lynch International Limited

Salomon Brothers International Limited

, 1994

Information contained herein is subject to completion or amendment. A registration statement relating to these securities has been filed with the Securities and Exchange Commission. These securities may not be sold nor may offers to buy be accepted prior to the time the registration statement becomes effective. This prospectus shall not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of these securities in any State in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such State.

No dealer, salesman, or other person has been authorized to give any information or to make any representation not contained in or incorporated by reference in this Prospectus in connection with the offer contained herein and, if given or made, such other information or representation must not be relied upon as having been authorized by the Company, any Underwriter or any other person. This Prospectus does not constitute an offer to sell or a solicitation of an offer to buy, any securities other than the registered securities to which it relates, or an offer to sell or a solicitation of an offer to buy, to anyone in any jurisdiction in which such offer or solicitation is not authorized or in which the person making such offer or solicitation is not qualified to do so, or to anyone to whom it is unlawful to make such offer or solicitation. Neither the delivery of this Prospectus nor any sale made hereunder shall, under any cir- cumstances, create any implication that there has been no change in the affairs of the Company since the date hereof or that the information contained or incorporated by reference herein is correct as of any time subsequent to its date.

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MERRILL LYNCH
INTERNATIONAL LIMITED

SALOMON BROTHERS
INTERNATIONAL LIMITED

, 1994

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 14. Other Expenses of Issuance and Distribution.

The following are the estimated expenses, all of which will be paid by the Company, of the issuance and distribution of the Common Stock being registered.

Securities and Exchange Commission Filing Fee	$ 45,666
NASD Filing Fee	13,743
NYSE Listing Fee	2,000
Legal Fees and Expenses	300,000
Accounting Fees and Expenses	75,000
Blue Sky Fees and Expenses (including counsel fees)	7,500
Registrar and Transfer Agent's Fee	1,500
Printing and Engraving Expenses	75,000
Miscellaneous Expenses	29,591
Total	$550,000

Item 15. Indemnification of Directors and Officers.

Reference is made to Articles NINTH and TENTH of the Certificate of Incorporation and Article VII of the By-Laws of the Registrant and Section 145 of the General Corporation Law of the State of Delaware.

Section 145 of the Delaware General Corporation Law permits indemnification by the Company of every person (and the heirs, executors and administrators of such person) who is or was a director, officer, employee or agent of the Company or of any other company, including another corporation, partnership, joint venture, trust or other enterprise which such person serves or served as such at the request of the Company against all judgments, payments in settlement (whether or not approved by court), fines, penalties and other reasonable costs and expenses (including fees and disbursements of counsel) imposed upon or incurred by such person in connection with or resulting from any action, suit, proceeding, investigation or claim, civil, criminal, administrative, legislative or other (including any criminal action, suit or proceeding in which such person enters a plea of guilty or nolo contendere or its equivalent), or any appeal relating thereto, which is brought or threatened either by or in the right of the Company or such other company (herein called a "derivative action") or by any other person, governmental authority or instrumentality (herein called a "third-party action") and in which such person is made a party or is otherwise involved by reason of his being or having been such director, officer, employee, or agent or by reason of any action or omission, or alleged action or omission by such person in his capacity as such director, officer, employee or agent if either (a) such person is wholly successful, on the merits or otherwise, in defending such derivative or third-party action or (b) in the judgment of a court of competent jurisdiction or, in the absence of such a determination, in the judgment of a majority of a quorum of the Board of Directors of the Company (which quorum shall not include any director who is a party to or is otherwise involved in such action) or, in the absence of such a disinterested quorum, in the opinion of independent legal counsel (i) in the case of a derivative

action, such person acted in good faith in what he reasonably believed to be the best interest of the Company and was not adjudged liable to the Company or such other company or (ii) in the case of a third-party action, such person acted in good faith in what he reasonably believed to be the best interest of the Company or such other company, and, in addition, in any criminal action, had no reasonable cause to believe that his action was unlawful; provided that, in the case of a derivative action, such indemnification shall not be made in respect of any payment to the Company or to such other company or any stockholder thereof in satisfaction of judgment or in settlement unless either (x) a court of competent jurisdiction has approved such settlement, if any, and the reimbursement of such payment or (y) if the court in which such action has been instituted lacks jurisdiction to grant such approval or such action is settled before the institution of judicial proceedings, in the opinion of independent legal counsel the applicable standard of conduct specified in the preceding sentence has been met, such action was without substantial merit, such settlement was in the best interest of the corporation or such other company and the reimbursement of such payment is permissible under applicable law. In case such person is successful, on the merits or otherwise, in defending part of such action or, in the judgment of such a court or such quorum of the Board of Directors or in the opinion of such counsel, has met the applicable standard of conduct specified in the preceding sentence with respect to part of such action, he shall be indemnified by the Company against the judgments, settlements, payments, fines, penalties and other costs and expenses attributable to such part of such action.

The Certificate of Incorporation, Certificate of Amendment of Restated Certificate of Incorporation, Amended and Restated By-laws and Amendment No. 1 to Amended and Restated By-Laws of the Registrant are filed as Exhibits 3.1 and 3.2 to the Registrant's Annual Report on Form 10-K for the year ended December 31, 1993 incorporated herein by reference.

The Registrant has obtained an officers' and directors' liability insurance policy which will indemnify officers and directors for losses arising from any claim by reason of a wrongful act under certain circumstances where the Registrant does not indemnify such officer or director, and will reimburse the Registrant for any amounts where the Registrant may by law indemnify any of its officers or directors in connection with a claim by reason of wrongful act.

Item 16. Exhibits.

Exhibit No.	Description of Exhibits
1.1	-Form of U.S. Underwriting Agreement +
1.2	-Form of International Underwriting Agreement +
3.1	-Certificate of Incorporation of the Company, as amended and Certificate of Amendment and Restated Certificate of Incorporation of the Company dated May 18, 1993 (incorporated by reference to the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 1993)
3.2	-Amended and Restated By-laws of the Company (incorporated by reference to Exhibit 3.2 to the Registration Statement of Form S-2, Registration No. 33-13833) and Amendment No. 1 to Amended and Restated By-laws of the Company (incorporated by reference to the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 1993)
5	-Opinion of Kramer, Levin, Naftalis, Nessen, Kamin & Frankel, counsel to the Company, as to the validity of the Common Stock*
10.1	-Amended and Restated Vishay Intertechnology, Inc. $302,500,000 Revolving Credit and Term Loan Agreement, dated as of July 18, 1994, by and among Comerica Bank, NationsBank of North Carolina, N.A., Berliner Handels-und Frankfurter Bank, Signet Bank/Maryland, CoreStates Bank, N.A., Bank Hapoalim, B.M., ABN AMRO Bank N.V. New York Branch, Credit Lyonnais New York Branch, Meridian Bank, Bank Leumi le-Israel, B.M. and Credit Suisse (collectively, the "Banks"), Comerica Bank, as agent for the Banks (the "Agent"), and Vishay Intertechnology, Inc. ("Vishay"), dated as of July 18, 1994. Incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K, dated July 19, 1994 ("Form 8-K")
10.2	-Amended and Restated Vishay Beteilingungs GmbH DM 40,000,000 Revolving Credit and DM 9,506,000 Term Loan Agreement, dated as of July 18, 1994, by and among the Banks, the Agent and Vishay Beteilingungs GmbH ("VBG"). Incorporated by reference to Exhibit 10.2 to Form 8-K
10.3	-Amended and Restated Roederstein DM 104,315,990.20 Term Loan Agreement, dated as of July 18, 1994, by and among the Banks, the Agent and VBG. Incorporated by reference to Exhibit 10.3 to Form 8-K
10.4	-Vishay Intertechnology, Inc. $200,000,000 Acquisition Loan Agreement, dated as of July 18, 1994, by and among the Banks, the Agent and Vishay. Incorporated by reference to Exhibit 10.4 to Form 8-K
10.5	-Amended and Restated Vishay Guaranty by Vishay to the Banks, dated as of July 18, 1994. Incorporated by reference to Exhibit 10.5 to Form 8-K
10.6	-Domestic Guaranty by Dale Holdings, Inc., Dale Electronics, Inc., Measurements Group, Inc., Vishay Sprague Holdings Corp. and Sprague Sanford, Inc. to the Banks, dated as of July 18, 1994. Incorporated by reference to Exhibit 10.6 to Form 8-K
10.7	-Amended and Restated Permitted Borrowers Guaranty by Vilna Equities Holding B.V., VBG, Draloric Electronic GmbH, E-Sil Components Ltd., Sfernice, S.A. and Roederstein Spezialfabriken fur Bauelemente der Elektronik und Kondensatoren der Starkstromtechnik GmbH to the Banks, dated as of July 18, 1994. Incorporated by reference to Exhibit 10.7 to Form 8-K
23.1	-Consent of Kramer, Levin, Naftalis, Nessen, Kamin & Frankel II-62 (contained in the opinion filed as Exhibit 5)
23.2	-Consent of Independent Accountants +
23.3	-Accountants' Consent +
24	-Powers of attorney of certain officers and directors of the Company (set forth on the signature page of the Registration Statement)

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+ Filed herewith
* To be filed by Amendment

Item 17. Undertakings.

The Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933 (The "Securities Act"), each filing of the Registrant's annual report pursuant to section 13(a) or section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

The Registrant hereby further undertakes:

(1) For purposes of determining any liability under the Securities Act, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant pursuant to Rule 424(b)(1) or (4), or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.

(2) For the purpose of determining any liability under the Securities Act, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the provisions described in item 15, or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjunction of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Vishay Intertechnology, Inc. certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of New York, State of New York, on the 19th day of July, 1994.

VISHAY INTERTECHNOLOGY, INC.

By /s/ Richard N. Grubb

Name: Richard N. Grubb
Title: Vice President, Treasurer,
Chief Financial Officer and Director

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Felix Zandman and Richard N. Grubb, and each and any one of them, his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any or all amendments (including post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in fact and agents or any of them, or their or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Felix Zandman - ---------- Felix Zandman	President, (Chief Executive Officer) and Director	July 19, 1994
/s/ Richard N. Grubb - ---------- Richard N. Grubb	Vice President, Treasurer, (Chief Financial Officer) and Director	July 19, 1994
/s/ Robert A. Freece - ---------- Robert A. Freece	Senior Vice President and Director	July 19, 1994
/s/ Avi D. Eden - ---------- Avi D. Eden	Director	July 19, 1994
- ---------- Guy Brana	Director	----, 1994
/s/ Luella B. Slaner - ---------- Luella B. Slaner	Director	July 19, 1994
/s/ Edward B. Shils - ---------- Edward B. Shils	Director	July 19, 1994
/s/ Gerald Paul - ---------- Gerald Paul	Director	July 19, 1994
/s/ Jean-Claude Tine - ---------- Jean-Claude Tine	Director	July 19, 1994
/s/ Donald G. Alfson - ---------- Donald G. Alfson	Director	July 19, 1994
/s/ Mark I. Solomon - ---------- Mark I. Solomon	Director	July 19, 1994

INDEX TO EXHIBITS

Exhibit No.		Description of Exhibits
1.1	-	Form of U.S. Underwriting Agreement +
1.2	-	Form of International Underwriting Agreement +
3.1	-	Certificate of Incorporation of the Company, as amended and Certificate of Amendment and Restated Certificate of Incorporation of the Company dated May 18, 1993 (incorporated by reference to the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 1993)
3.2	-	Amended and Restated By-laws of the Company (incorporated by reference to Exhibit 3.2 to the Registration Statement of Form S-2, Registration No. 33-13833) and Amendment No. 1 to Amended and Restated By-laws of the Company (incorporated by reference to the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 1993)
5	-	Opinion of Kramer, Levin, Naftalis, Nessen, Kamin & Frankel, counsel to the Company, as to the validity of the Common Stock*
10.1	-	Amended and Restated Vishay Intertechnology, Inc. $302,500,000 Revolving Credit and Term Loan Agreement, dated as of July 18, 1994, by and among Comerica Bank, NationsBank of North Carolina, N.A., Berliner Handels-und Frankfurter Bank, Signet Bank/Maryland, CoreStates Bank, N.A., Bank Hapoalim, B.M., ABN AMRO Bank N.V. New York Branch, Credit Lyonnais New York Branch, Meridian Bank, Bank Leumi le-Israel, B.M. and Credit Suisse (collectively, the "Banks"), Comerica Bank, as agent for the Banks (the "Agent"), and Vishay Intertechnology, Inc. ("Vishay"), dated as of July 18, 1994. Incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K, dated July 19, 1994 ("Form 8-K")
10.2	-	Amended and Restated Vishay Beteilingungs GmbH DM 40,000,000 Revolving Credit and DM 9,506,000 Term Loan Agreement, dated as of July 18, 1994, by and among the Banks, the Agent and Vishay Beteilingungs GmbH ("VBG"). Incorporated by reference to Exhibit 10.2 to Form 8-K
10.3	-	Amended and Restated Roederstein DM 104,315,990.20 Term Loan Agreement, dated as of July 18, 1994, by and among the Banks, the Agent and VBG. Incorporated by reference to Exhibit 10.3 to Form 8-K
10.4	-	Vishay Intertechnology, Inc. $200,000,000 Acquisition Loan Agreement, dated as of July 18, 1994, by and among the Banks, the Agent and Vishay. Incorporated by reference to Exhibit 10.4 to Form 8-K
10.5	-	Amended and Restated Vishay Guaranty by Vishay to the Banks, dated as of July 18, 1994. Incorporated by reference to Exhibit 10.5 to Form 8-K
10.6	-	Domestic Guaranty by Dale Holdings, Inc., Dale Electronics, Inc., Measurements Group, Inc., Vishay Sprague Holdings Corp. and Sprague Sanford, Inc. to the Banks, dated as of July 18, 1994. Incorporated by reference to Exhibit 10.6 to Form 8-K
10.7	-	Amended and Restated Permitted Borrowers Guaranty by Vilna Equities Holding B.V., VBG, Draloric Electronic GmbH, E-Sil Components Ltd., Sfernice, S.A. and Roederstein Spezialfabriken fur Bauelemente der Elektronik und Kondensatoren der Starkstromtechnik GmbH to the Banks, dated as of July 18, 1994. Incorporated by reference to Exhibit 10.7 to Form 8-K
23.1	-	Consent of Kramer, Levin, Naftalis, Nessen, Kamin & Frankel (contained in the opinion filed as Exhibit 5)
23.2	-	Consent of Independent Accountants +
23.3	-	Accountants' Consent +
24	-	Powers of attorney of certain officers and directors of the Company (set forth on the signature page of the Registration Statement)

+ Filed herewith
* To be filed by Amendment

1 -- EXHIBIT 1.1

WGM DRAFT
07/17/94

2,200,000 SHARES OF COMMON STOCK

VISHAY INTERTECHNOLOGY, INC.

U.S. UNDERWRITING AGREEMENT

__, 1994

Bear, Stearns & Co. Inc.
Donaldson, Lufkin & Jenrette
Securities Corporation
Lehman Brothers Inc.
Merrill Lynch, Pierce, Fenner &
Smith Incorporated
Salomon Brothers Inc
as Representatives of the
several U.S. Underwriters named
in Schedule I hereto
c/o Bear, Stearns & Co. Inc.
245 Park Avenue
New York, N.Y. 10167

Ladies and Gentlemen:

The undersigned, Vishay Intertechnology, Inc., a Delaware corporation (the "Company"), hereby confirms its agreement with you as follows:

1. U.S. UNDERWRITERS. The term "U.S. Underwriters", as used herein, refers collectively to you and the other underwriters named in Schedule I annexed hereto and made a part hereof, for whom you are acting as representative. Except as may be expressly set forth below, any reference to you in this Agreement shall be solely in your capacity as representatives of the U.S. Underwriters.

2. DESCRIPTION OF STOCK.

(a) The Company proposes to issue and sell to the U.S. Underwriters an aggregate of 2,200,000 shares (the "Firm U.S. Shares") of its Common Stock, par value $.10 per share (the "Common Stock"), upon the terms set forth in Section 8 hereof. The Company also proposes to grant to the U.S. Underwriters the option to purchase from the Company, for the sole purpose of covering over-allotments in connection with the sale of the Firm U.S. Shares, an aggregate of up to 330,000 additional shares (the "Additional U.S. Shares") of Common Stock upon the terms set

forth in Section 8 hereof and for the purposes set forth in subsection 4(b) hereof. The Firm U.S. Shares and the Additional U.S. Shares are hereinafter referred to collectively as the "U.S. Shares."

(b) It is understood and agreed to by all the parties that the Company is concurrently entering into an agreement (the "International Underwriting Agreement") providing for the sale by the Company of up to a total of 550,000 shares (the "Firm International Shares") of Common Stock through arrangements with certain underwriters outside the United States (the "Managers"), for which Bear, Stearns International Limited, Donaldson, Lufkin & Jenrette Securities Corporation, Lehman Brothers International (Europe), Merrill Lynch International Limited and Salomon Brothers International Limited are acting as representatives. The Company also proposes to grant to the Managers the option to purchase, for the sole purpose of covering over-allotments in connection with the sale of the Firm International Shares, up to an aggregate of 82,500 additional shares (the "Additional International Shares") of Common Stock. The Firm International Shares and the Additional International Shares are collectively referred to herein as the "International Shares," the U.S. Shares and the International Shares are collectively referred to herein as the "Shares" and this Agreement and the International Underwriting Agreement are collectively referred to as the "Underwriting Agreements."

(c) It is also understood and agreed to by all the parties that the U.S. Underwriters have entered into an agreement with the Managers (the "Agreement between U.S. Underwriters and Managers") contemplating the coordination of certain transactions between the U.S. Underwriters and the Managers and that, pursuant thereto and subject to the conditions set forth therein, the U.S. Underwriters may (i) purchase from the Managers a portion of the International Shares to be sold to the Managers pursuant to the International Underwriting Agreement or (ii) sell to the Managers a portion of the U.S. Shares to be sold to the U.S. Underwriters pursuant to this Agreement. The Company also understands that any such purchases and sales between the U.S. Underwriters and the Managers shall be governed by the Agreement between U.S. Underwriters and Managers and shall not be governed by the terms of this Agreement.

(d) Prior to the public offering of the U.S. Shares by the U.S. Underwriters, the Company and you, acting on behalf of the U.S. Underwriters, shall enter into an agreement substantially in the form of Exhibit A hereto (the "U.S. Pricing Agreement"). The U.S. Pricing Agreement may take the form of an exchange of any standard form of written telecommunication between the parties hereto and shall specify such applicable

information as is indicated on Exhibit A hereto. The offering of the U.S. Shares shall be governed by this Agreement, as supplemented by the U.S. Pricing Agreement. From and after the date of the execution and delivery of the U.S. Pricing Agreement, this Agreement shall be deemed to incorporate the U.S. Pricing Agreement.

3. REPRESENTATIONS AND WARRANTIES OF THE COMPANY.

The Company represents and warrants to, and agrees with, each U.S. Underwriter that:

(a) The Company meets the requirements for the use of Form S-3 under the Securities Act of 1933, as amended (the "Act"), and has prepared and filed with the Securities and Exchange Commission (the "Commission"), pursuant to the Act and the rules and regulations promulgated by the Commission thereunder (the "Regulations"), a registration statement on Form S-3 (File No. 33-) relating to the Shares [and ___ amendment(s) thereto], including [in each case] a preliminary prospectus relating to the offering of the U.S. Shares. The Company next proposes to file with the Commission after the effectiveness of such registration statement, in accordance with Rules 430A and 424(b)(1) or Rule 424(b)(4) of the Regulations, a final prospectus with respect to the offering of the U.S. Shares, the final prospectus so filed in either case to include all Rule 430A Information (as hereinafter defined) and to conform, in content and form, to the last printer's proof thereof furnished to and approved by you immediately prior to such filing. As used in this Agreement, (i) the term "Effective Date" means the date that the registration statement hereinabove referred to is declared effective by the Commission, (ii) the term "Registration Statement" means such registration statement as last amended prior to the time the same was declared effective by the Commission, including all exhibits and schedules thereto, all documents (including financial statements, financial schedules and exhibits) incorporated therein by reference and all Rule 430A Information deemed to be included therein at the Effective Date pursuant to Rule 430A of the Regulations, (iii) the term "Rule 430A Information" means information with respect to the Shares and the public offering thereof permitted, pursuant to the provisions of paragraph (a) of Rule 430A of the Regulations, to be omitted from the form of prospectus included in the Registration Statement at the time it is declared effective by the Commission, (iv) the term "U.S. Prospectus" means the form of final prospectus relating to the U.S. Shares first filed with the Commission

pursuant to Rule 424(b) of the Regulations or, if no filing pursuant to Rule 424(b) is required, the form of final prospectus included in the Registration Statement at the Effective Date, (v) the term "International Prospectus" means the form of final prospectus relating to the International Shares first filed with the Commission pursuant to Rule 424(b) of the Regulations or, if no filing pursuant to Rule 424(b) is required, the form of final prospectus included in the Registration Statement at the Effective Date (the U.S. Prospectus and the International Prospectus are referred to collectively as the "Prospectuses"), (vi) the term "U.S. Preliminary Prospectus" means any preliminary prospectus (as described in Rule 430 of the Regulations) with respect to the U.S Shares that omits Rule 430A Information and (vii) the term "International Preliminary Prospectus" means any preliminary prospectus (as described in Rule 430 of the Regulations) with respect to the International Shares that omits Rule 430A Information (the U.S. Preliminary Prospectus and the International Preliminary Prospectus are referred to collectively as the "Preliminary Prospectuses"). Any reference herein to either Preliminary Prospectus or Prospectus shall be deemed to refer to and include the documents incorporated by reference therein pursuant to Item 12 of Form S-3 that were filed under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), on or before the date of such Preliminary Prospectus or the date of such Prospectus, as the case may be, except that any such documents shall be deemed to be modified or superseded to the extent that a statement contained in such Preliminary Prospectus or such Prospectus or in any other subsequently filed document that also is or is deemed to be incorporated by reference therein modifies or supersedes such statement (all such documents being hereinafter referred to as the "Incorporated Documents").

(b) On the Effective Date, the date the U.S. Prospectus is first filed with the Commission pursuant to Rule 424(b) of the Regulations (if required), at all times subsequent thereto to and including the Closing Date and, if later, the Additional Closing Date (each as hereinafter defined), when any post-effective amendment to the Registration Statement becomes effective or any supplement to the U.S. Prospectus is filed with the Commission, and during such longer period as the U.S. Prospectus may be required to be delivered in connection with sales of U.S. Shares by the U.S. Underwriters or a dealer, the Registration Statement and the U.S. Prospectus (as amended or supplemented if the Company shall have filed with the Commission an amendment or supplement thereto) did or will

comply in all material respects with the applicable provisions of the Act, the Regulations, the Exchange Act and the rules and regulations thereunder, and did not and will not contain an untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements made therein (in the case of the U.S. Prospectus, in light of the circumstances under which they were made) not misleading. When any U.S. Preliminary Prospectus was first filed with the Commission (whether filed as part of the Registration Statement or an amendment thereof or pursuant to Rule 424(a) of the Regulations) and when any amendment thereof or supplement thereto was first filed with the Commission, such U.S. Preliminary Prospectus and any amendments thereof and supplements thereto complied in all material respects with the applicable provisions of the Act and the Exchange Act and the respective rules and regulations thereunder and did not contain an untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading. No representation and warranty, however, is made in this subsection 3(b) by the Company with respect to written information contained in or omitted from the Registration Statement, the U.S. Prospectus, any U.S. Preliminary Prospectus, or any amendment or supplement in reliance upon and in conformity with information furnished to the Company by you or on your behalf with respect to the U.S. Underwriters and the plan of distribution of the Shares expressly for use in connection with the preparation thereof. Each of the Incorporated Documents, when each was first filed with the Commission, complied in all material respects with the applicable provisions of the Exchange Act and the rules and regulations of the Commission thereunder and any further documents so filed and incorporated by reference will, when they are filed with the Commission, comply in all material respects with the applicable provisions of the Exchange Act. None of such filed documents when they were filed (or, if an amendment with respect thereto was filed, when such amendment was filed), contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in light of circumstances under which they were made, not misleading; and no such further document, when it is filed with the Commission, will contain an untrue statement of a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

(c) Each contract, agreement, instrument, lease, license or other item required to be described or incorporated by reference in the Registration Statement or the U.S. Prospectus has been properly described, or shall be properly described, as the case may be, in all material respects or incorporated by reference therein. Each contract, agreement, instrument, lease, license, or other item required to be filed as an exhibit to the Registration Statement has been filed with the Commission as an exhibit to, or has been incorporated by reference as an exhibit into, the Registration Statement.

(d) Ernst & Young, whose separate report has been filed with the Commission and is incorporated by reference in the Registration Statement, are independent public accountants with regard to the Company, and KPMG Peat Marwick, whose separate report has been filed with the Commission as part of the Registration Statement, are independent public accountants with regard to Vitramon, Incorporated, a Delaware corporation ("Vitramon"), as required by and within the meaning of the Act and the Regulations. The consolidated financial statements of the Company and its consolidated subsidiaries (the "Company Financials") incorporated by reference in the Registration Statement and to be incorporated by reference in the U.S. Prospectus fairly present, with respect to the Company and its consolidated subsidiaries, the consolidated financial position, the consolidated results of operations and the other information purported to be shown therein at the respective dates and for the respective periods to which they apply. The Company Financials have been prepared in accordance with generally accepted accounting principles as in effect in the United States ("US GAAP") consistently applied throughout the periods involved, and are, in all material respects, prepared in accordance with the books and records of the Company and its consolidated subsidiaries. The financial statements of Vitramon (the "Vitramon Financials") included in the Registration Statement and to be included in the U.S. Prospectus fairly present, with respect to Vitramon, the financial position, the results of operations and the other information purported to be shown therein at the respective dates and for the respective periods to which they apply. The Vitramon Financials have been prepared in accordance with US GAAP consistently applied throughout the periods involved, and are, in all material respects, prepared in accordance with the books and records of Vitramon. The pro forma consolidated balance sheet and consolidated statement of income of the Company and Vitramon (together, the "Pro forma Financials") set forth in the Registration Statement and to be set forth in

the U.S. Prospectus fairly present the information purported to be shown therein at the respective dates thereof and for the respective periods covered thereby. The Pro forma Financials have been prepared on the basis set forth therein and all adjustments have been properly applied. The assumptions in the Pro forma Financials are reasonable. No other financial statements are required by Form S-3 or otherwise to be included in the Registration Statement or the U.S. Prospectus.

(e) Subsequent to the respective dates as of which information is given in the Registration Statement, except as set forth in the Registration Statement, there has not been any material adverse change in the business, properties, operations, condition (financial or other) or results of operations of the Company and its subsidiaries taken as a whole, whether or not arising from transactions in the ordinary course of business, and since the date of the latest balance sheet of the Company included or incorporated by reference in the Registration Statement, neither the Company nor any of its subsidiaries has incurred or undertaken any liabilities or obligations, direct or contingent, that are material to the Company and its subsidiaries taken as a whole, except for liabilities or obligations (i) incurred or undertaken in the ordinary course of business or (ii) disclosed in the Registration Statement.

(f) The Company has all requisite legal right power and authority to execute, deliver and perform this Agreement and to issue, sell and deliver those of the U.S. Shares as are to be issued, sold and delivered by the Company hereunder in accordance with the terms and conditions of this Agreement. This Agreement has been duly and validly authorized, executed and delivered by the Company and is a legal and binding obligation of the Company, enforceable against the Company in accordance with its terms except (i) that rights to indemnity and/or contribution hereunder may be limited by federal or state securities laws or the public policy underlying such laws, (ii) that such enforcement may be subject to bankruptcy, insolvency, reorganization or other similar laws now or hereafter in effect relating to creditors' rights generally and (iii) that the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought.

(g) The execution, delivery and performance by the Company of this Agreement and the U.S. Pricing Agreement and

the consummation of the transactions contemplated hereby will not (i) conflict with or result in a breach of any of the terms and provisions of, or constitute a default (or an event that with notice or lapse of time, or both, would constitute a default) or require consent under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Company or any of its subsidiaries pursuant to the terms of, any agreement, instrument, franchise, license or permit to which the Company or any of its subsidiaries is a party or by which the Company or any of its subsidiaries or their respective properties or assets may be bound and that is material to the Company and its subsidiaries taken as a whole, or (ii) violate or conflict with any provision of the certificate of incorporation, by-laws or similar governing instruments of the Company or any of its subsidiaries listed on Schedule II hereto (the "Material Subsidiaries") or (iii) violate or conflict with any judgment, decree, order, statute, rule or regulation of any court or any public, governmental or regulatory agency or body having jurisdiction over the Company or any of its Material Subsidiaries or any of their respective properties or assets, except for those violations that individually or in the aggregate would not have a material adverse effect on the Company and its subsidiaries taken as a whole.

(h) No consent, approval, authorization, order, registration, filing, qualification, license or permit of or with any court or any public, governmental or regulatory agency or body having jurisdiction over the Company or any of its subsidiaries or any of their respective properties or assets is required for the execution, delivery and performance of this Agreement by the Company and the consummation of the transactions contemplated hereby, except the registration under the Act of the Shares, the authorization of the Shares for listing on the New York Stock Exchange (the "NYSE") and such consents, approvals, authorizations, orders, registrations, filings, qualifications, licenses and permits as may be required under state securities laws in connection with the purchase and distribution of the Shares by the U.S. Underwriters and the Managers. No consent of any party to any material contract, agreement, instrument, lease, license, arrangement or understanding to which the Company or any subsidiary is party, or to which any of their respective properties or assets are subject, is required for the execution, delivery or performance of this Agreement by the Company or for the issuance, sale or delivery by the Company of those of the Shares as are to be issued and sold hereunder by the Company.

(i) All of the currently outstanding shares of Common Stock and the issued or outstanding shares of capital stock of each of the Material Subsidiaries, have been duly and validly authorized, have been, or prior to the Closing Date will have been, duly and validly issued, are fully paid and nonassessable and were not, or will not have been, issued in violation of or subject to any preemptive rights. Those of the U.S. Shares to be issued and sold by the Company hereunder have been duly and validly authorized and, when issued, delivered and sold in accordance with this Agreement, will be duly and validly issued, fully paid and nonassessable, and will not have been issued in violation of or subject to any preemptive rights. The Company had, at March 31, 1994, an authorized and outstanding capitalization as set forth in the Registration Statement and as shall be set forth in the U.S. Prospectus, both on an historical basis and as adjusted to give retroactive effect to the Company's acquisition of Vitramon and the financing thereof. The Common Stock conforms to the description thereof set forth in, or incorporated by reference into, the Registration Statement and as shall be set forth in or incorporated by reference into, the U.S. Prospectus. The Company owns directly or indirectly all of the shares of capital stock of the Company's subsidiaries, free and clear of all claims, liens, security interests, pledges, charges, encumbrances, stockholders agreements and voting trusts except as otherwise described in Schedule III hereto or in the Registration Statement and as may be disclosed in the U.S. Prospectus, other than immaterial amounts of shares that are owned by employees of certain subsidiaries.

(j) There is no commitment, plan or arrangement to issue, and no outstanding option, warrant or other right calling for the issuance of, any share of capital stock of the Company or of any subsidiary or any security or other instrument that by its terms is convertible into, exercisable for, or exchangeable for capital stock of the Company or any subsidiary of the Company, except as described in the Registration statement and as may be described in the U.S. Prospectus.

(k) The Company has no active subsidiaries other than those listed in Schedule III hereto and all references in this Agreement to subsidiaries of the Company (except as otherwise provided) shall be deemed limited to the Company's active subsidiaries. Each of the Company and its Material Subsidiaries has been duly organized and is validly existing as a corporation in good standing under the laws of its jurisdiction of incorporation. Each of the Company and its Material Subsidiaries is duly qualified and in good standing

as a foreign corporation in each jurisdiction in which the character or location of its properties (owned, leased or licensed) or the nature or conduct of its business makes such qualification necessary, except for those failures to be so qualified or in good standing that will not in the aggregate have a material adverse effect on the Company and its subsidiaries taken as a whole. Each of the Company and its Material Subsidiaries has all requisite power and authority, and all necessary consents, approvals, authorizations, orders, registrations, filings, qualifications, licenses and permits of and from all public, regulatory or governmental agencies and bodies, to own, lease and operate its properties and conduct its business as now being conducted and as described in the Registration Statement and as may be described in the U.S. Prospectus (except for those the absence of which, individually or in the aggregate, would not have a material adverse effect on the Company and its subsidiaries taken as a whole), and no such consent, approval, authorization, order, registration, qualification, license or permit contains a materially burdensome restriction that is not adequately disclosed in the Registration Statement and the U.S. Prospectus.

(l) Neither the Company nor any of its subsidiaries, nor to the best knowledge of the Company or any subsidiary, any other party, is in violation or breach of, or in default (nor has an event occurred that with notice, lapse of time or both, would constitute a default) with respect to complying with, any material provision of any contract, agreement, instrument, lease, license, arrangement, or understanding that is material to the Company and its subsidiaries taken as a whole, except for such violations, breaches and defaults as, individually or in the aggregate, would not have a material adverse effect on the financial condition, results of operation or business of the Company and its subsidiaries taken as a whole; and each such contract, agreement, instrument, lease, license, arrangement, and understanding is in full force and effect, and is the legal, valid, and binding obligation of the Company or such subsidiary, as the case may be, and (subject to applicable bankruptcy, insolvency, and other laws affecting the enforceability of creditors' rights generally) is enforceable as to the Company or such subsidiary, as the case may be, in accordance with its terms. The Company and each Material Subsidiary enjoys peaceful and undisturbed possession in all material respects under all material leases and licenses under which it is operating. Neither the Company nor any of its Material Subsidiaries is in violation of its certificate of incorporation, by-laws or similar governing instrument.

(m) There is no litigation, arbitration, claim, governmental or other proceeding or investigation pending or, to the best knowledge of the Company or any subsidiary after due inquiry, threatened (or any basis therefor known to the Company or any subsidiary), with respect to the Company, any subsidiary, or any of their respective operations, businesses, properties or assets except as disclosed in the Registration Statement and as may be described in the U.S. Prospectus, that might have, individually or in the aggregate, a material adverse effect upon the financial condition, results of operations, operations, business, properties, assets or liabilities of the Company and its subsidiaries taken as a whole. There is no contract or other document concerning the Company or any of its subsidiaries of a character required to be disclosed in the Registration Statement and the U.S. Prospectus or to be filed as an exhibit to the Registration Statement that has not been so disclosed or filed.

(n) Each of the Company and its subsidiaries has good and marketable title to all of its real and personal properties and assets that are owned by it, free and clear of all liens, security interests, pledges, charges, encumbrances, and mortgages (except as disclosed in the Registration Statement and as may be disclosed in the U.S. Prospectus or such as individually or in the aggregate do not have a material adverse effect upon the financial condition, results of operations, operations, business, properties, assets or liabilities of the Company and its subsidiaries taken as a whole). No real property owned, leased, licensed, or used by the Company or by a Material Subsidiary lies in an area that is, or to the best knowledge of the Company or any Material Subsidiary will be, subject to zoning, use, or building code restrictions that would prohibit, and no state of facts relating to the actions or inaction of another person or entity or his, her or its ownership, leasing, licensing, or use of any real or personal property exists that would prevent, the continued effective ownership, leasing, licensing, or use of such real property in the business of the Company or such subsidiary as presently conducted or as the U.S. Prospectus indicates it contemplates conducting (except as may be described in the U.S. Prospectus or such as individually or in the aggregate do not have a material adverse effect upon the financial condition, results of operations, operations, business, properties, assets or liabilities of the Company and its subsidiaries taken as whole).

(o) All material patents, patent applications, trademarks, trademark applications, trade names, service

marks, copyrights, franchises, and other intangible properties and assets (all of the foregoing being herein called "Intangibles") that the Company or any subsidiary owns or has pending, or under which it is licensed, are in good standing, are uncontested and are set forth in the Registration Statement. Neither the Company nor any subsidiary has received notice of infringement with respect to asserted Intangibles of others. To the knowledge of the Company and any subsidiary, there is no infringement by others of Intangibles of the Company or any subsidiary that has had or may in the future have a materially adverse effect on the financial condition, results of operations, operations, business, properties, assets or liabilities of the Company and its subsidiaries taken as a whole.

(p) To the Company's knowledge, neither the Company or any subsidiary, nor any director, officer or employee of the Company or any subsidiary has, directly or indirectly, used any corporate funds for unlawful contributions, gifts, entertainment, or other unlawful expenses relating to political activity; made any unlawful payment to foreign or domestic government officials or employees or to foreign or domestic political parties or campaigns from corporate funds; violated any provision of the Foreign Corrupt Practices Act of 1977, as amended; or made any bribe, rebate, payoff, influence payment, kickback, or other unlawful payment.

(q) No person has the right by contract or otherwise to require registration under the Act of shares of Common Stock or other securities of the Company because of the filing or effectiveness of the Registration Statement.

(r) Neither the Company nor any of its officers, directors or affiliates (as defined in the Regulations) has taken or will take, directly or indirectly, prior to the termination of the underwriting contemplated by this Agreement, any action designed to stabilize or manipulate the price of any security of the Company, or that has caused or resulted in, or that might reasonably be expected to cause or result in, stabilization or manipulation of the price of any security of the Company, to facilitate the sale or resale of any of the Shares.

(s) Neither the Company nor any of its subsidiaries is, or intends to conduct its business in such a manner that it would become, an "investment company" or a company "controlled" by an "investment company" as defined in the Investment Company Act of 1940, as amended (the "Investment Company Act").

(t) Except as may be set forth in the U.S. Prospectus, the Company has not incurred any liability for a fee, commission, or other compensation on account of the employment of a broker or finder in connection with the transactions contemplated by this Agreement.

(u) Each of the Company and its Material Subsidiaries maintains a system of internal accounting controls sufficient to provide reasonable assurances that (i) transactions are executed in accordance with management's general or specific authorization; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles and to maintain accountability for assets; (iii) the access to the respective assets of the Company and each subsidiary, as the case may be, is permitted only in accordance with management's general or specific authorization; and (iv) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

(v) Other than as disclosed in the Registration Statement and as shall be disclosed in the U.S. Prospectus, no labor dispute with the employees of the Company or any of its subsidiaries exists or, to the knowledge of management of the Company, is imminent that, singly or in the aggregate, is or is reasonably likely to be materially adverse to the Company and its subsidiaries taken as a whole, and the Company is not aware of any existing or imminent labor disturbance by the employees of any of its principal suppliers, manufacturers or contractors that reasonably can be expected to have a material adverse effect on the financial condition, results of operations, operations or business of the Company and its subsidiaries taken as a whole.

(w) (i) All United States Federal income tax returns of the Company and each of its subsidiaries required by law to be filed have been filed and all taxes shown by such returns or otherwise assessed that are due and payable have been paid, except assessments against which appeals have been or will be promptly taken and (ii) the Company and its subsidiaries have filed all other tax returns that are required to have been filed by them pursuant to applicable law of all other jurisdictions, except, as to each of the foregoing clauses (i) and (ii), insofar as the failure to file such returns, individually and in the aggregate, would not have a material adverse effect on the financial condition, results of operations, operations or business of

the Company and its subsidiaries taken as a whole, and the Company and its subsidiaries have paid all taxes due pursuant to said returns or pursuant to any assessment received by the Company or its subsidiaries, except for such taxes, if any, as are being contested in good faith and as to which adequate reserves have been provided in accordance with generally accepted accounting principles or if the failure to make any or all such payments, singly or in the aggregate, would not be material to the Company and its subsidiaries, taken as a whole. The charges, accruals and reserves on the consolidated books of the Company in respect of any income and corporation tax liability for any years not finally determined are adequate to meet any assessments or re-assessments for additional income tax for any years not finally determined, except to the extent of any inadequacy that would not have a material adverse effect on the financial condition, results of operations, operations or business of the Company and its subsidiaries taken as whole.

4. PURCHASE, SALE AND DELIVERY OF THE U.S. SHARES.

(a)(i) On the basis of the representations, warranties, covenants and agreements herein contained, but subject to the terms and conditions herein set forth, the Company agrees to issue and sell the Firm U.S. Shares to the respective U.S. Underwriters, and each U.S. Underwriter agrees, severally and not jointly, to purchase from the Company the number of Firm U.S. Shares set forth opposite the name of such U.S. Underwriter in Schedule I hereto, all at the price per share set forth in the U.S. Pricing Agreement.

(ii) If the U.S. Pricing Agreement has not been executed by the close of business on the fourth full business day following the date on which the Registration Statement becomes effective, this Agreement shall terminate forthwith, without liability of any party to any other party except that Sections 7, 9, 10 and 11 shall remain in effect.

(iii) Delivery of the Firm U.S. Shares and payment of the purchase price therefor shall be made at the offices of Bear, Stearns & Co. Inc. at 245 Park Avenue, New York, New York 10167, or such other location in the New York City metropolitan area you shall determine and advise the Company upon at least two full business days' notice in writing. Such delivery and payment shall be made at 10:00 A.M., New York City time, on the fifth full business day following the date of execution of the U.S. Pricing Agreement, or at such other time as may be agreed upon by you and the Company.

The time and date of such delivery and payment are herein called the "Closing Date." Delivery of the Firm U.S. Shares shall be made to you or upon your order, for the respective accounts of the U.S. Underwriters, against payment by you, on behalf of the respective U.S. Underwriters, to the Company of the aggregate purchase price therefor, in immediately available funds; provided, however, such payment shall be made by certified or
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official bank checks payable in New York Clearing House funds to the order of the Company if the Company provides a written request therefor to Bear, Stearns & Co. Inc. ("Bear, Stearns") at least two business days prior to the Closing Date. If such payment is to be made in immediately available funds, the Company shall reimburse Bear, Stearns for the incremental cost thereof at the then prevailing federal funds effective rate plus 137.5 basis points plus any applicable bank charges incurred by Bear, Stearns.

(iv) Certificates for the Firm U.S. Shares shall be registered in such name or names and in such authorized denominations as you may request in writing at least two full business days prior to the Closing Date, provided that, if so specified by you, the Firm U.S. Shares may be represented by a global certificate registered in the name of Cede & Co., as nominee of the Depositary Trust Company ("Cede"). The Company shall permit you to examine and package such certificates for delivery at least one full business day prior to the Closing Date, unless the Firm U.S. Shares are to be represented by a global certificate.

(b)(i) The Company hereby grants to the U.S. Underwriters an option (the "U.S. Option") to purchase from the Company up to an aggregate of 330,000 Additional U.S. Shares at the same price per share as is applicable to the sale of the Firm U.S. Shares to the U.S. Underwriters, for the sole purpose of covering over-allotments in the offering of the Firm U.S. Shares by the U.S. Underwriters. The U.S. Option shall be exercisable by you on one occasion only, at any time before the expiration of 30 days from the date of the U.S. Pricing Agreement, for the purchase of all or part of the Additional U.S. Shares, such exercise to be made by notice, given by you to the Company in the manner specified in Section 14 hereof, which notice shall set forth the aggregate number of Additional U.S. Shares with respect to which the U.S. Option is being exercised, the denominations and the name or names in which certificates evidencing the Additional U.S. Shares so purchased are to be registered, and the date and time of delivery of such Additional U.S. Shares, which date may be at or subsequent to the Closing Date and shall not be less than two nor more than ten days

after such notice. The aggregate number of Additional U.S. Shares to be purchased from the Company by each U.S. Underwriter (as adjusted by you to eliminate fractions) shall be determined by multiplying the total number of Additional U.S. Shares to be sold by the Company by a fraction (x) the numerator of which is the number of Firm U.S. Shares set forth opposite the name of such U.S. Underwriter in Schedule I annexed hereto and (y) the denominator of which is 2,200,000.

(ii) Delivery of the Additional U.S. Shares so purchased and payment of the purchase price therefor shall be made at the offices of Bear, Stearns & Co. Inc. at 245 Park Avenue, New York, New York 10167, or such other location in the New York City metropolitan area as you shall determine and advise the Company upon at least two full business days' notice in writing. Such delivery and payment shall be made at 10:00 A.M., New York City time, on the date designated in such notice or at such other time and date as may be agreed upon by you and the Company. The time and date of such delivery and payment are herein called the "Additional Closing Date." Delivery of the Additional U.S. Shares shall be made to you or upon your order, for the respective accounts of the U.S. Underwriters, against payment by you, on behalf of the respective U.S. Underwriters, to the Company of the aggregate purchase price therefor, by certified or official bank checks payable in New York Clearing House funds to the order of the Company; provided, however, that if the
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Additional Closing Date is the same date as the Closing Date and the Company is to receive payment for the Firm U.S. Shares in immediately available funds in accordance with Section 4(a)(iii), payment to the Company for the Additional U.S. Shares shall also be made in immediately available funds, in which event the Company shall reimburse Bear, Stearns for the incremental cost thereof as provided in Section 4(a)(iii).

(iii) Certificates for the Additional U.S. Shares purchased by the U.S. Underwriters, when delivered to or upon your order, shall be registered in such name or names and in such authorized denominations as you shall have requested in the notice of exercise of the U.S. Option, provided that, if so specified by you, such Additional U.S. Shares may be represented by a global certificate registered in the name of Cede. The Company shall permit you to examine and package such certificates for delivery at least one full business day prior to the Additional Closing Date, unless the Additional U.S. Shares are to be represented by a global certificate.

(c) The U.S. Underwriters shall not be obligated to purchase any Firm U.S. Shares from the Company except upon tender to the U.S. Underwriters by the Company of all of the Firm U.S. Shares and the U.S. Underwriters shall not be obligated to purchase any Additional U.S. Shares from the Company except upon tender to the U.S. Underwriters by the Company of all of the Additional U.S. Shares specified in the notice of exercise of the U.S. Option. The Company shall not be obligated to sell or deliver any Firm U.S. Shares or Additional U.S. Shares except upon tender of payment by the U.S. Underwriters for all the Firm U.S. Shares or the Additional U.S. Shares, as the case may be, agreed to be purchased by the U.S. Underwriters hereunder.

5. OFFERING. It is understood that as soon after the U.S. Pricing Agreement has been executed and delivered as you deem it advisable to do so, the U.S. Underwriters shall offer the U.S. Shares for sale to the public as set forth in the U.S. Prospectus.

6. COVENANTS OF THE COMPANY.

The Company covenants and agrees with each U.S. Underwriter that:

(a) The Company shall use its best efforts to cause the Registration Statement to become effective. If the Registration Statement has become or becomes effective pursuant to Rule 430A of the Regulations, or filing of the U.S. Prospectus with the Commission is otherwise required under Rule 424(b) of the Regulations, the Company shall file the U.S. Prospectus, properly completed, with the Commission pursuant to Rule 424(b) of the Regulations within the time period therein prescribed and shall provide evidence satisfactory to you of such timely filing. The Company shall promptly advise you and confirm such advice in writing, (1) when the Registration Statement or any post-effective amendment thereto has become effective, (2) of the initiation or threatening of any proceedings for, or receipt by the Company of any notice with respect to, the suspension of the qualification of the Shares for sale in any jurisdiction or the issuance by the Commission of any order suspending the effectiveness of the Registration Statement and (3) of receipt by the Company or any representative or attorney of the Company of any other communications from the Commission relating to the Company, the Registration Statement, any U.S. Preliminary Prospectus, the U.S. Prospectus or the transactions contemplated by this Agreement. The Company shall make every reasonable effort to prevent the issuance of an order suspending the

effectiveness of the Registration Statement or any post-effective amendment thereto and, if any such order is issued, to obtain its lifting as soon as possible. The Company shall not file any amendment to the Registration Statement or any amendment of or supplement to the U.S. Prospectus before or after the Effective Date to which you shall reasonably object in writing after being timely furnished in advance a copy thereof unless the Company shall conclude, upon the advice of counsel, that any such amendment must be filed at a time prior to obtaining such consent.

(b) If, at any time when a prospectus relating to the Shares is required to be delivered under the Act, any event shall occur as a result of which the U.S. Prospectus as then amended or supplemented includes any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading, or if it shall be necessary at any time to amend the Registration Statement or supplement the U.S. Prospectus to comply with the Act and the Regulations, the Company shall notify you promptly and prepare and file with the Commission an appropriate post-effective amendment or supplement (in form and substance reasonably satisfactory to you) that will correct such statement or omission and shall use its best efforts to have any such post-effective amendment to the Registration Statement declared effective as soon as possible.

(c) The Company shall promptly deliver to you four manually-signed copies of the Registration Statement, including exhibits and all documents incorporated by reference therein and all amendments thereto, and to those persons (including you) whom you identify to the Company, such number of conformed copies of the Registration Statement, each U.S. Preliminary Prospectus, the U.S. Prospectus, all amendments of and supplements to such documents, if any, and all documents incorporated by reference in the Registration Statement and the U.S. Prospectus or any amendment thereof or supplement thereto, without exhibits, as you may reasonably request.

(d) The Company shall cooperate with the U.S. Underwriters and Weil, Gotshal & Manges ("Underwriters' Counsel") in connection with their efforts to qualify or register the Shares for sale under the securities (or "Blue Sky") laws of such jurisdictions as you shall request, shall execute such applications and documents and furnish such information as may be reasonably required for such purpose

and shall comply with such laws so as to continue such qualification in effect for so long as may be required to complete the distribution of the Shares; provided, however, that
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the Company shall not be required to qualify as a foreign corporation in any jurisdiction or to file a consent to service of process in any jurisdiction in any action other than one arising out of the offering or sale of the Shares in such jurisdiction.

(e) The Company shall make generally available (within the meaning of Section 11(a) of the Act) to its security holders and to you, in such numbers as you may reasonably request for distribution to the U.S. Underwriters, as soon as practicable, an earnings statement, covering a period of at least twelve consecutive full calendar months commencing after the effective date of the Registration Statement, that satisfies the provisions of Section 11(a) of the Act and Rule 158 of the Regulations.

(f) During a period of 90 days from the date of this Agreement, the Company shall not, without the prior written consent of Bear, Stearns, (A) issue, sell, offer or agree to sell, or otherwise dispose of, directly or indirectly, any Common Stock or Class B Common Stock of the Company, par value $.10 per share (the "Class B Common Stock") (or any securities convertible into, exercisable for or exchangeable for Common Stock or Class B Common Stock) other than the (i) Company's issuance and sale of Shares hereunder, (ii) the Company's issuance of shares of Common Stock upon the conversion of the Company's presently outstanding Class B Common Stock, or (iii) the issuance of Common Stock under the Company's employee benefit plans, or (B) acquire, agree or commit to acquire or publicly announce its intention to acquire, directly or through a subsidiary, assets or securities of any other person, firm or corporation in a transaction or series of related transactions that would be material to the Company and its subsidiaries, taken as a whole, other than the purchase of the capital stock of Vitramon (if such purchase is consummated after the execution of this Agreement) as described in the U.S. Prospectus. In addition, the Company has obtained and shall deliver to you on the date hereof a written undertaking from each of Dr. Felix Zandman, Mrs. Luella B. Slaner, as Trustee of the Trust for the benefit of Mr. Alfred P. Slaner, and Mrs. Slaner, in her individual capacity, not to, without the prior written consent of Bear, Stearns, issue, sell, offer or agree to sell, or otherwise dispose of, directly or indirectly, any Common Stock or Class B Common Stock (or any securities convertible into, exercisable for or exchangeable for Common Stock or Class B Common Stock).

(g) During the three years following the Effective Date, the Company shall furnish to you, in such numbers as you may reasonably request for distribution to the U.S. Underwriters, copies of (i) all reports to its shareholders and (ii) all reports, financial statements, and proxy or information statements filed by the Company with the Commission or any national securities exchange.

(h) The Company shall apply the proceeds from the sale of the Shares hereunder in the manner set forth under "Use of Proceeds" in the U.S. Prospectus.

(i) The Common Stock currently outstanding is listed on the NYSE and the Shares have been duly authorized for listing on the NYSE, subject only to official notice of issuance. The Company shall use its best efforts promptly to cause the Shares to be listed on the NYSE.

(j) The Company shall comply with all registration, filing, and reporting requirements of the Exchange Act, which may from time to time be applicable to the Company.

(k) The Company shall comply with all provisions of all undertakings contained in the Registration Statement.

(l) Prior to the Closing Date or the Additional Closing Date, as the case may be, the Company shall issue no press release or other communication directly or indirectly and hold no press conference with respect to the Company, any subsidiary, the financial condition, results of operations, operations, business properties, assets, liabilities, or prospects of any of them, or this offering, without your prior consent, which shall not be unreasonably withheld, unless the Company shall conclude upon the advice of counsel that such press release or other communication must be issued at a time prior to obtaining such consent.

7. PAYMENT OF EXPENSES. Whether or not the transactions contemplated in this Agreement are consummated or this Agreement is terminated, the Company agrees to pay all costs and expenses incident to the performance of its obligations hereunder, including those in connection with (i) preparing, printing, duplicating, filing and distributing the Registration Statement (including all amendments thereof and exhibits thereto), any Preliminary Prospectuses, the Prospectuses and any supplements thereto, the underwriting documents (including this Agreement, the International Underwriting Agreement, the U.S. and International Pricing Agreements and any agreements with selected securities dealers) and all other documents relating to the

public offering of the Shares (including those supplied to the U.S. Underwriters in quantities as hereinabove stated and those supplied to the Managers in quantities as stated in the International Underwriting Agreement), (ii) the issuance, transfer and delivery of the Shares to the U.S. Underwriters and the Managers, including any transfer or other taxes payable thereon, (iii) the qualification, if any, of the Shares under state securities laws, including the costs of preparing, printing and distributing to the U.S. Underwriters a preliminary and final Blue Sky Memorandum and the reasonable fees and disbursements of Underwriters' Counsel in connection therewith, (iv) the listing of the Shares on the NYSE and (v) the review of the terms of the public offering of the Shares by the National Association of Securities Dealers, Inc. (the "NASD") and the reasonable fees and disbursements of Underwriters' Counsel in connection therewith.

8. CONDITIONS OF THE U.S. UNDERWRITERS' OBLIGATIONS. The obligations of the several U.S. Underwriters to purchase and pay for the U.S. Shares, as provided herein, shall be subject to the accuracy of the representations and warranties of the Company herein contained, as of the date hereof, as of the Closing Date and, with respect to the Additional U.S. Shares, the accuracy of the representations and warranties of the Company as of the Additional Closing Date, to the absence from any certificates, opinions, written statements or letters furnished pursuant to this Section 8 to you or to Underwriters' Counsel of any qualification or limitation not previously approved in writing by you, to the performance by the Company of its obligations hereunder, and to the following additional conditions:

(a) The Registration Statement shall have become effective not later than 5:00 P.M., New York time, on the date of this Agreement or at such later time and date as shall have been consented to in writing by the Representatives, and no stop order suspending the effectiveness of the Registration Statement or any post-effective amendment thereof shall have been issued by the Commission or any state securities commission and no proceedings therefor shall have been initiated or threatened by the Commission or any state securities commission.

(b) At the Closing Date (and, with respect to the Additional Shares, the Additional Closing Date), you shall have received the opinion of Avi Eden, Esq., general counsel for the Company, dated the date of its delivery, addressed to the U.S. Underwriters and the Managers, and in form and scope satisfactory to Underwriters' Counsel, to the effect that:

(i) Each of the Company and its domestic subsidiaries listed in Schedule II hereto (the "Material Domestic Subsidiaries") (x) has been duly organized and is validly existing as a corporation in good standing under the laws of its jurisdiction of incorporation and is duly qualified and in good standing as a foreign corporation in each jurisdiction in which the character or location of its properties (owned, leased or licensed) or the nature or conduct of its business makes such qualification necessary, except for those failures to be so qualified or in good standing that, in the aggregate, will not have a material adverse effect on the Company and its subsidiaries taken as a whole and (y) has all requisite corporate authority to own, lease and license its respective properties and conduct its business as now being conducted and as described in the Registration Statement and the Prospectuses. All of the issued and outstanding capital stock of each Material Domestic Subsidiary of the Company has been duly and validly issued and is fully paid and nonassessable and free of preemptive rights and, except for immaterial numbers of shares of certain of those subsidiaries that are owned by directors or employees of those subsidiaries, is owned by the Company or a subsidiary thereof, free and clear of any lien, adverse claim or security interest and, to the knowledge of such counsel, restriction on transfer, shareholders' agreement, voting trust or other defect of title whatsoever, except as otherwise described in the Registration Statement and as may be disclosed in the Prospectuses.

(ii) The Company has authorized capital stock as set forth in the Registration Statement and the Prospectuses. All of the outstanding shares of such capital stock are duly and validly authorized and issued, are fully paid and nonassessable and were not issued in violation of or subject to any preemptive rights. The Shares have been duly and validly authorized for issuance and sale to the U.S. Underwriters and the Managers, respectively, pursuant to the Underwriting Agreements and, when so sold and delivered to the U.S. Underwriters and the Managers, respectively, will be duly and validly issued and outstanding, fully paid and nonassessable and will not have been issued in violation of or subject to any preemptive rights. To the best knowledge of such counsel after due inquiry, there is no outstanding option, warrant or other right calling for the issuance of any share of capital stock of the Company or of any

Material Domestic Subsidiary of any security or other instrument that by its terms is convertible into, exercisable for or exchangeable for capital stock of the Company or any Material Domestic Subsidiary, except as may be described in the Prospectuses. Upon delivery of and payment for the Shares to be sold by the Company to each U.S. Underwriter and Manager pursuant to the Underwriting Agreements, each U.S. Underwriter and each Manager (assuming that it acquires such Shares without notice of any adverse claim, as such term is used in Section 8-302 of the Uniform Commercial Code in effect in the State of New York) will acquire good and marketable title to the Shares so sold and delivered to it, free and clear of all liens, pledges, charges, claims, security interests, restrictions on transfer, agreements or other defects of title whatsoever (other than those resulting from any action taken by such U.S. Underwriter or such Manager). The Common Stock conforms in all material respects to the description thereof contained in the Registration Statement and the Prospectuses.

(iii) The Common Stock currently outstanding is listed on the NYSE and the Shares are duly authorized for listing on the NYSE, subject only to official notice of issuance.

(iv) The Company has all requisite legal, right, power and authority to execute, deliver and perform the Underwriting Agreements, and the transactions contemplated thereby. The Underwriting Agreements and the transactions contemplated thereby have been duly and validly authorized, executed and delivered by the Company, and the Underwriting Agreements constitute valid and binding obligations of the Company, except (A) that rights to indemnity and/or contribution thereunder may be limited by federal or state securities laws or the public policy underlying such laws, (B) that such enforcement may be subject to bankruptcy, insolvency, reorganization or other similar laws now or hereafter in effect relating to creditors' rights generally and (C) that the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought.

(v) To the best of such counsel's knowledge, there is no litigation or governmental or other action, suit, proceeding or investigation before any court or

before or by any public, regulatory or governmental agency or body pending or threatened against, or involving the properties or business of, the Company or any of its subsidiaries, that, if resolved against the Company or such subsidiary, individually or, to the extent involving related claims or issues, in the aggregate, is of a character required to be disclosed in the Registration Statement and the Prospectuses that has not been properly disclosed therein; and to such counsel's knowledge, there is no contract or document concerning the Company or any of its subsidiaries of a character required to be described in the Registration Statement and the Prospectuses or to be filed as an exhibit to the Registration Statement, that is not so described or filed.

(vi) To such counsel's knowledge, no order directed to any Incorporated Document has been issued by the Commission and no challenge has been made by the Commission to the accuracy or adequacy of any such Incorporated Document.

(vii) The execution, delivery, and performance by the Company of the Underwriting Agreements and the consummation of the transactions contemplated thereby do not and will not when such performance is required pursuant to the terms hereof (A) conflict with or result in a breach of any of the terms and provisions of, or constitute a default (or an event that with notice or lapse of time, or both, would constitute a default) or require consent under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Company or any of its subsidiaries pursuant to the terms of any agreement, instrument, franchise, license or permit known to such counsel to which the Company or any of its subsidiaries is a party or by which any of such corporations or their respective properties or assets are or may be bound and that is material to the Company and its subsidiaries taken as a whole (other than those conflicts, breaches and defaults as to which requisite waivers or consents have been obtained by the Company and those that, individually or in the aggregate, would not have a material adverse effect on the Company and its subsidiaries taken as a whole), (B) violate or conflict with any provision of the certificate of incorporation or by-laws or equivalent instruments of the Company or any of its subsidiaries that are organized under the laws of any state or other jurisdiction in the United States, or (C) to the best

knowledge of such counsel, violate or conflict with any judgment, decree, order, statute, rule or regulation of any court or any public, governmental or regulatory agency or body having jurisdiction over the Company or any of its Material Domestic Subsidiaries or any of their respective properties or assets, except for those violations or conflicts that, singly or in the aggregate, would not have a material adverse effect on the Company and its subsidiaries taken as a whole. To the knowledge of such counsel, no consent, approval, authorization, order, registration, filing, qualification, license or permit of or with any court or any public, governmental, or regulatory agency or body having jurisdiction over the Company or any of its Material Domestic Subsidiaries or any of their respective properties or assets is required for the execution, delivery and performance of the Underwriting Agreements by the Company and the consummation of the transactions contemplated thereby, including, without limitation, the issuance, sale and delivery of the Shares, except for (1) such as may be required under state securities laws in connection with the purchase and distribution of the Shares by the U.S. Underwriters (as to which such counsel need express no opinion) and (2) such as have been made or obtained under the Act or the rules of the NYSE.

(viii) No consent of any party to any material contract, agreement, instrument, lease or license known to such counsel to which the Company or any subsidiary thereof is a party, or to which any of their respective properties or assets are subject, is required for the execution, delivery, or performance of this Agreement, or the sale or delivery, or performance of this Agreement.

(ix) Insofar as statements in the Prospectuses purport to summarize the status of litigation or the provisions of laws, rules, regulations, orders, judgments, decrees, contracts, agreements, instruments, leases, or licenses, such statements are correct in all material respects and, to the best knowledge of such counsel, the statements accurately reflect the status of such litigation.

(x) The Company is not an "investment company" or a company "controlled" by an "investment company" as defined in the Investment Company Act.

(xi) To such counsel's knowledge, no person or entity has the right, by contract or otherwise, to require registration under the Act of shares of Common Stock or other securities of the Company solely because of the filing or effectiveness of the Registration Statement.

(xii) Such counsel has received no stop order suspending the effectiveness of the Registration Statement or any post-effective amendment thereto and to the best knowledge of such counsel, no proceedings therefore have been initiated or threatened by the Commission.

In addition, such counsel shall state that he has participated in conferences with officers and other representatives of the Company and its subsidiaries, representatives of the independent certified public accountants of the Company, representatives of the U.S. Underwriters and the Managers and Underwriters' Counsel at which the contents of the Registration Statement, the Prospectuses and any amendments thereof or supplements thereto and related matters were discussed and, although such counsel has not undertaken to investigate or verify independently, and does not assume any responsibility for, the accuracy, completeness or fairness of the statements contained in the Registration Statement or the Prospectuses or any amendments thereof or supplements thereto (except as to matters referred to in the last sentence of clause (ii) above), on the basis of the foregoing (relying as to materiality to a large extent upon the opinions of officers and other representatives of the Company) nothing has caused such counsel to believe that the Registration Statement at the time it became effective (or any post-effective amendment thereof as of the date of such amendment) contained an untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein not misleading or that the Prospectuses as of the date thereof and as of the date of such opinion contained an untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading (it being understood that such counsel need express no view with respect to the financial statements and schedules and other financial, accounting and statistical data included therein, or with respect to the exhibits to the Registration Statement or with respect to any information furnished by or on behalf of the U.S.

Underwriters or the Managers for use in the Registration Statement).

In rendering such opinion, such counsel may rely (A) as to matters involving the application of laws other than the laws of the United States, the Commonwealth of Pennsylvania and Delaware corporate law, to the extent such counsel deems proper and to the extent specified in such opinion, if at all, upon an opinion or opinions (in form and substance reasonably satisfactory to Underwriters' Counsel) of other counsel reasonably acceptable to Underwriters' Counsel, familiar with the applicable laws; and (B) as to matters of fact, to the extent they deem proper, on certificates of responsible officers of the Company and certificates or other written statements of officers of departments of various jurisdictions having custody of documents respecting the corporate existence or good standing of the Company and its subsidiaries. The opinion of counsel for the Company shall state that the opinion of any such other counsel is in form and substance satisfactory to such counsel and, in his opinion, he and you are justified in relying thereon.

(c) On the Closing Date (and, with respect to the Additional Shares, the Additional Closing Date), you shall have received the opinion of Kramer, Levin, Naftalis, Nessen, Kamin & Frankel, special counsel for the Company, dated the date of its delivery, addressed to the U.S. Underwriters and the Managers and in form and scope satisfactory to Underwriters' Counsel, to the effect that:

(i) The Registration Statement and the Prospectuses (other than the financial statements and schedules and other financial and statistical data included or incorporated by reference therein, as to which no opinion need be expressed) comply as to form in all material respects with the requirements of the Act and the Regulations. The Incorporated Documents (other than the financial statements and schedules and other financial and statistical data included or incorporated by reference therein, as to which no opinion need be expressed) complied as to form in all material respects with the Exchange Act and the rules and regulations of the Commission thereunder as of the respective dates filed with the Commission; and

(ii) The Registration Statement has become effective under the Act, and such counsel is not aware of any stop order suspending the effectiveness of the Registration Statement and to the knowledge of such

counsel no proceedings therefor have been initiated or threatened by the Commission.

In addition, you shall have received the opinion of such counsel to the effect set forth in clauses (ii) (other than the second sentence thereof), (iv), (v) and (vii) of Section 8(b) hereof. You also shall have received a statement from such counsel to the effect of the penultimate paragraph of Section 8(b) hereof. In rendering such opinion, such counsel may state that their opinion is limited to matters of Federal, Delaware corporate and New York law and such counsel may rely as to matters of fact, to the extent they deem proper, on certificates of responsible officers of the Company and upon certificates of public officials.

(d) On the Closing Date (and, with respect to the Additional Shares, the Additional Closing Date), you shall have received (i) the favorable opinion of Melissa Palmer as to the French subsidiaries of the Company listed in Schedule II hereto, (ii) the favorable opinion of Peltzer & Riesenkampff as to the German subsidiaries of the Company listed in Schedule II hereto, (iii) the favorable opinion of Israel Baron as to the Israeli subsidiaries of the Company listed in Schedule II hereto, and (iv) the favorable opinion of _____ as to the English subsidiary of the Company listed in Schedule II hereto, each dated the date of its delivery, addressed to the U.S. Underwriters and the Managers and in form and scope satisfactory to Underwriters' Counsel, in each case as to the absence of any pending or threatened litigation that might result in a judgment or decree having a material adverse effect on the condition (financial or other), earnings business or properties of each subsidiary that is the subject of the opinion (collectively, the "Subject Subsidiaries"), the due incorporation and continuing existence in good standing under the laws of its jurisdiction of incorporation of each such Subject Subsidiary, the due qualification in and continuing good standing of each such Subject Subsidiary under the laws of each foreign jurisdiction in which it owns or leases material properties or conducts material business and where such qualification is required by law, the due authorization and valid issuance of the outstanding capital stock of each such Subject Subsidiary and the ownership thereof directly or indirectly by the Company free and clear of any liens, claims, security interests, except for security interests in favor of certain named banks as disclosed in the Registration Statement, the absence (to such counsel's knowledge) of any outstanding options, warrants or other rights to acquire, by purchase, exchange or conversion, shares of the capital stock of each such

Subject Subsidiary and the absence (to such counsel's knowledge) of any violation, breach or default on the part of each such Subject Subsidiary of or under any agreement, lease or license that is material to the Company and its subsidiaries taken as a whole.

(e) At the Closing Date (and, with respect to the Additional Shares, the Additional Closing Date), you shall have received a certificate of the Chief Financial Officer of the Company, dated the date of its delivery, to the effect that the conditions set forth in subsection (a) of this Section 8 have been satisfied, that as of the date of such certificate the representations and warranties of the Company set forth in Section 3 hereof are accurate and the obligations of the Company to be performed hereunder on or prior thereto have been duly performed.

(f) At the time this Agreement is executed and at the Closing Date (and, with respect to the Additional Shares, the Additional Closing Date), you shall have received a letter, from Ernst & Young, dated the date of its delivery, addressed to the U.S. Underwriters and the Managers and in form and substance reasonably satisfactory to you, to the effect that: (i) they are independent public accountants with respect to the Company within the meaning of the Act and the Regulations and stating that the answer to Item 10 of the Registration Statement is correct insofar as it relates to them; (ii) in their opinion, the financial statements and schedules of the Company included or incorporated by reference in the Registration Statement and the Prospectuses and covered by their opinion incorporated by reference therein comply as to form in all material respects with the applicable accounting requirements of the Act and the Exchange Act and the applicable published rules and regulations of the Commission thereunder; (iii) on the basis of procedures (but not an examination made in accordance with generally accepted auditing standards) consisting of a reading of the latest available unaudited interim consolidated financial statements of the Company and its subsidiaries, a reading of the minutes of meetings and consents of the shareholders and boards of directors of the Company and its subsidiaries and the committees of such boards subsequent to December 31, 1993, inquiries of officers and other employees of the Company and its subsidiaries who have responsibility for financial and accounting matters of the Company and its subsidiaries with respect to transactions and events subsequent to December 31, 1993, reading the unaudited consolidated condensed financial statements of the Company and its subsidiaries for the three months ended March 31, 1994 and 1993,

respectively, and other specified procedures and inquiries to a date not more than six days prior to the date of such letter, nothing has come to their attention that would cause them to believe that: (A) the unaudited pro forma condensed consolidated financial statements contained in the Registration Statement and the Prospectuses do not comply as to form in all material respects with the applicable accounting requirements of the Act and the Regulations or the pro forma adjustments have not been properly applied to the historical amounts in the compilation of those statements, (B) the unaudited historical consolidated condensed financial statements of the Company and its subsidiaries included or incorporated by reference in the Registration Statement and the Prospectuses do not comply as to form in all material respects with the applicable accounting requirements of the Act, the Exchange Act and the regulations or that such unaudited condensed consolidated financial statements are not presented in conformity with generally accepted accounting principles applied on a basis substantially consistent with that of the audited consolidated financial statements of the Company and its subsidiaries included or incorporated by reference in the Registration Statement and the Prospectuses, (C) with respect to the period subsequent to March 31, 1994 there were, as of the date of the most recent available monthly consolidated financial statements of the Company and its subsidiaries, if any, and as of a specified date not more than six days prior to the date of such letter, any changes in the capital stock or long-term indebtedness of the Company or any decrease in stockholders' equity of the Company, in each case as compared with the amounts shown in the most recent balance sheet included or incorporated by reference in the Registration Statement and the Prospectuses, except for changes or decreases that the Registration Statement and the Prospectuses disclose have occurred or may occur; or (D) that during the period from March 31, 1994 to the date of the most recent available monthly consolidated financial statements of the Company and its subsidiaries, if any, and to a specified date not more than six days prior to the date of such letter, there was any decrease, as compared with the corresponding period in the prior fiscal year, in total revenues, or total or per share net income, except for decreases that the Prospectuses disclose have occurred or may occur; and (iv) stating that they have compared specific numbers of shares, percentages of revenues and earnings, and other financial information pertaining to the Company and its subsidiaries set forth in the Prospectuses, which have been specified by you prior to the date of this Agreement, to the extent that such numbers, percentages, and information may be derived from the general

accounting and financial records of the Company and its subsidiaries or from schedules furnished by the Company, and excluding any questions requiring an interpretation by legal counsel, with the results obtained from the application of specified readings, inquiries, and other appropriate procedures specified by you (which procedures do not constitute an examination in accordance with generally accepted auditing standards) set forth in such letter, and found them to be in agreement.

(g) At the time this Agreement is executed and at the Closing Date (and, with respect to the Additional Shares, the Additional Closing Date), you shall have received a letter from KPMG Peat Marwick, independent public accountants for Vitramon, dated the date of its delivery, addressed to the U.S. Underwriters and the Managers and in form and substance reasonably satisfactory to you, to the effect that: (i) they are independent public accountants with respect to Vitramon within the meaning of the Act and the Regulations and stating that the answer to Item 10 of the Registration Statement is correct insofar as it relates to them; (ii) in their opinion, the financial statements and schedules of Vitramon included in the Registration Statement and the Prospectuses and covered by their opinion incorporated by reference therein comply as to form in all material respects with the applicable accounting requirements of the Act and the Exchange Act and the applicable published rules and regulations of the Commission thereunder; (iii) on the basis of procedures (but not an examination made in accordance with generally accepted auditing standards) consisting of a reading of the latest available unaudited interim financial statements of Vitramon, a reading of the minutes of meetings and consents of the members and board of directors of Vitramon and any committees of such board subsequent to December 31, 1993, inquiries of officers and other employees of Vitramon who had responsibility for financial and accounting matters of Vitramon with respect to transactions and events subsequent to December 31, 1993, reading the unaudited financial statements of Vitramon for the three months ended March 31, 1994, and other specified procedures and inquiries to a date not more than six days prior to the date of such letter, nothing has come to their attention that would cause them to believe that: (A) the unaudited financial statements of Vitramon contained in the Registration Statement and the Prospectuses do not comply as to form in all material respects with US GAAP or (B) that such unaudited financial statements are not presented in conformity with generally accepted accounting principles applied on a basis substantially consistent with that of the audited financial

statements of Vitramon included in the Registration Statement and the Prospectuses; and (iv) stating that they have compared specific numbers of shares, percentages of revenues and earnings, and other financial information pertaining to Vitramon set forth in the Prospectuses, which have been specified by you prior to the date of this Agreement, to the extent that such numbers, percentages, and information may be derived from the general accounting and financial records subsidiaries and of Vitramon or from schedules furnished by Vitramon, and excluding any questions requiring an interpretation by legal counsel, with the results obtained from the application of specified readings, inquiries, and other appropriate procedures specified by you (which procedures do not constitute an examination in accordance with generally accepted auditing standards) set forth in such letter, and found them to be in agreement.

(h) All proceedings taken in connection with the sale of the Shares as contemplated by the Underwriting Agreements shall be reasonably satisfactory in form and substance to you and to Underwriters' Counsel, and you shall have received from Underwriters' Counsel an opinion, dated as of the Closing Date and addressed to the U.S. Underwriters and the Managers, with respect to the sale of the Firm Shares, and dated as of the Additional Closing Date with respect to the sale of the Additional Shares, as to such matters as you reasonably may require, and the Company shall have furnished to Underwriters' Counsel such documents as Underwriters' Counsel may request for the purpose of enabling Underwriters' Counsel to pass upon such matters.

(i) The NASD, upon review of the terms of the underwriting arrangements for the public offering of the Shares, shall have raised no objections thereto.

(j) The Shares shall have been approved for listing on the NYSE, subject to official notice of issuance.

(k) At the time this Agreement is executed, the Company shall have furnished to you the letter referred to in Section 6(f), in form and substance satisfactory to Underwriters' Counsel.

(l) Prior to the Closing Date and the Additional Closing Date, the Company shall have furnished to you such further information, certificates and documents as you may reasonably request.

(m) The closing of the purchase of the International Shares pursuant to the International Underwriting Agreement

shall occur concurrently with (x) the closing described in Section 4(a)(iii) hereof, in the case of the Firm Shares, and (y) the closing described in Section 4(b)(ii) hereof, in the case of the Additional Shares.

If any of the conditions specified in this Section 8 shall not have been fulfilled when and as required by this Agreement, or if any of the certificates, opinions, written statements, or letters furnished to you or to Underwriters' Counsel pursuant to this Section 8 shall not be in all material respects reasonably satisfactory in form and substance to you and to Underwriters' Counsel, all obligations of the U.S. Underwriters hereunder not theretofore discharged may be canceled by you at, or at any time prior to, the Closing Date and with respect to the Additional U.S. Shares, the Additional Closing Date. Notice of such cancellation shall be given to the Company in writing, or by telephone, telex or telegraph, confirmed in writing.

9. INDEMNIFICATION.

(a) The Company agrees to indemnify and hold harmless each U.S. Underwriter and each person, if any, who controls any U.S. Underwriter within the meaning of Section 15 of the Act or Section 20(a) of the Exchange Act, against any and all losses, liabilities, claims, damages and expenses whatsoever (including but not limited to attorneys' fees and any and all expenses reasonably incurred in investigating, preparing or defending against any litigation, commenced or threatened, or any claim whatsoever, and any and all amounts paid in settlement of any claim or litigation), joint or several, to which they or any of them may become subject under the Act, the Exchange Act or otherwise, insofar as such losses, liabilities, claims, damages or expenses (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement or the U.S. Prospectus or any U.S. Preliminary Prospectus, or in any supplement thereto or amendment thereof, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein (in the case of the U.S. Prospectus, in light of the circumstances under which they were made) not misleading; provided, however, that the Company
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shall not be liable under this subsection 9(a) to any U.S. Underwriter in any such case to the extent but only to the extent that any such loss, liability, claim, damage or expense arises out of or is based upon any such untrue statement or alleged untrue statement or omission or alleged omission made in reliance upon and in conformity with written information furnished to the Company by or on your behalf with respect to the U.S. Underwriters; and

provided further, that with respect to any U.S. Preliminary
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Prospectus, such indemnity shall not inure to the benefit of any U.S. Underwriter (or the benefit of any person controlling such U.S. Underwriter) if the person asserting any such losses, liabilities, claims, damages or expenses purchased the Shares that are the subject thereof from such U.S. Underwriter and if such person was not sent or given a copy of the U.S. Prospectus, excluding documents incorporated therein by reference, at or prior to confirmation of the sale of such Shares to such person in any case where such sending or giving is required by the Act and the untrue statement or omission of a material fact contained in such U.S. Preliminary Prospectus was corrected in the U.S. Prospectus. This indemnity agreement will be in addition to any liability that the Company may otherwise have, including under this Agreement.

(b) Each U.S. Underwriter, severally and not jointly, agrees to indemnify and hold harmless the Company, each of the directors of the Company, each of the officers of the Company who shall have signed the Registration Statement, and each other person, if any, who controls the Company within the meaning of Section 15 of the Act or Section 20(a) of the Exchange Act, against any losses, liabilities, claims, damages and expenses whatsoever (including but not limited to attorneys' fees and any and all expenses reasonably incurred in investigating, preparing or defending against any litigation, commenced or threatened, or any claim whatsoever, and any and all amounts paid in settlement of any claim or litigation), joint or several, to which they or any of them may become subject under the Act, the Exchange Act or otherwise, insofar as such losses, liabilities, claims, damages or expenses (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement or the U.S. Prospectus or any U.S. Preliminary Prospectus, or in any amendment thereof or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein (in the case of the U.S. Prospectus, in light of the circumstances under which they were made) not misleading, in each case to the extent, but only to the extent, that any such loss, liability, claim, damage or expense arises out of or is based upon any such untrue statement or alleged untrue statement or omission or alleged omission made in reliance upon and in conformity with written information furnished to the Company by you or on your behalf with respect to such U.S. Underwriter expressly for use in the Registration Statement or U.S. Prospectus; provided, however,
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that in no case shall such U.S. Underwriter be liable or responsible for any amount in excess of the aggregate public offering price of the U.S. Shares underwritten by it and distributed to the public. This indemnity

will be in addition to any liability that the U.S. Underwriter may otherwise have including under this Agreement. The Company acknowledges that the statements set forth in the last paragraph of the cover page and in the [first five paragraphs] under the caption "Underwriting" in the U.S. Prospectus constitute the only information furnished in writing by or on behalf of any U.S. Underwriter expressly for use in the Registration Statement, any related U.S. Preliminary Prospectus and the U.S. Prospectus.

(c) Promptly after receipt by an indemnified party under subsection (a) or (b) above of notice of the assertion of any claim, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subsection, notify each party against whom indemnification is to be sought in writing of the commencement thereof (but the failure so to notify an indemnifying party shall not relieve it from any liability that it may have under this Section 9 except to the extent that it has been prejudiced in any material respect by such failure or from any liability that it may have otherwise). In case any such action is brought against any indemnified party, and it notifies an indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein, and to the extent it may elect by written notice delivered to the indemnified party promptly after receiving the aforesaid notice from such indemnified party, to assume the defense thereof with counsel satisfactory to such indemnified party. Notwithstanding the foregoing, the indemnified party or parties shall have the right to employ its or their own counsel in any such case, but the fees and expenses of such counsel shall be at the expense of such indemnified party or parties unless (i) the employment of such counsel shall have been authorized in writing by one of the indemnifying parties in connection with the defense of such action, (ii) the indemnifying parties shall not have employed counsel to take charge of the defense of such action within a reasonable time after notice of commencement of the action, or (iii) such indemnified party or parties shall have reasonably concluded that there may be defenses available to it or them that are different from or additional to those available to one or all of the indemnifying parties (in which case the indemnifying parties shall not have the right to direct the defense of such action on behalf of the indemnified party or parties with respect to such different defenses), in any of which events such fees and expenses shall be borne by the indemnifying parties. The indemnifying party under subsection (a) or (b) above shall only be liable for the legal expenses of one counsel for all indemnified parties in each jurisdiction in which any claim or action is brought; provided, --------
however, that the indemnifying party shall be liable for separate -------
counsel for any indemnified party in a jurisdiction, if counsel to the indemnified parties shall have reasonably concluded that there

may be defenses available to such indemnified party that are different from or additional to those available to one or more of the other indemnified parties and that separate counsel for such indemnified party is prudent under the circumstances. Anything in this subsection to the contrary notwithstanding, an indemnifying party shall not be liable for any settlement of any claim or action effected without its written consent; provided, however, that such written consent was not
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unreasonably withheld.

10. CONTRIBUTION. In order to provide for contribution in circumstances in which the indemnification provided for in Section 9(a) hereof is for any reason held to be unavailable from the Company or is insufficient to hold harmless a party indemnified thereunder, the Company and the U.S. Underwriters shall contribute to the aggregate losses, claims, damages, liabilities and expenses of the nature contemplated by such indemnification provisions (including any investigation, legal and other expenses reasonably incurred in connection with, and any amount paid in settlement of, any action, suit or proceeding or any claims asserted, but after deducting in the case of losses, claims, damages, liabilities and expenses suffered by the Company, any contribution received by the Company from persons, other than one or more of the U.S. Underwriters, who may also be liable for contribution, including persons who control the Company within the meaning of Section 15 of the Act or Section 20(a) of the Exchange Act, officers of the Company who signed the Registration Statement and directors of the Company) to which the Company and one or more of the U.S. Underwriters may be subject, in such proportions as are appropriate to reflect the relative benefits received by the Company, on the one hand, and the U.S. Underwriters, on the other hand, from the offering of the U.S. Shares or, if such allocation is not permitted by applicable law or indemnification is not available as a result of the indemnifying party not having received notice as provided in Section 9 hereof, in such proportion as is appropriate to reflect not only the relative benefits referred to above but also the relative fault of the Company, on the one hand, and the U.S. Underwriters, on the other hand, in connection with the statements or omissions that resulted in such losses, claims, damages, liabilities or expenses, as well as any other relevant equitable considerations. The relative benefits received by the Company, on the one hand, and the U.S. Underwriters, on the other hand, shall be deemed to be in the same proportion as (x) the total proceeds from the offering (net of underwriting discounts and commissions but before deducting expenses) received by the Company and (y) the underwriting discounts received by the U.S. Underwriters, respectively, in each case as set forth in the table on the cover page of the U.S. Prospectus. The relative fault of the Company, on the one hand, and of the U.S. Underwriters, on the other hand, shall be determined by reference

to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company on the one hand or the U.S. Underwriters on the other hand and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Company and the U.S. Underwriters agree that it would not be just and equitable if contribution pursuant to this Section 10 were determined by pro rata allocation or by any other method of allocation that does not take account of the equitable considerations referred to above. Notwithstanding the provisions of this Section 10, (i) in no case shall any U.S. Underwriter be required to contribute any amount in excess of the amount by which the aggregate public offering price of the U.S. Shares underwritten by it and distributed to the public exceeds the amount of any damages that such U.S. Underwriter has otherwise been required to pay by reason of such untrue or alleged untrue statement or such omission or alleged omission and (ii) no person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. For purposes of this Section 10, each person, if any, who controls any U.S. Underwriter within the meaning of Section 15 of the Act or Section 20(a) of the Exchange Act shall have the same rights to contribution as such U.S. Underwriter and each person, if any, who controls the Company within the meaning of Section 15 of the Act or Section 20(a) of the Exchange Act, each officer of the Company who shall have signed the Registration Statement and each director of the Company shall have the same rights to contribution as the Company, subject in each case to clauses (i) and (ii) of this Section 10. Any party entitled to contribution shall, promptly after receipt of notice of commencement of any action, suit or proceeding against such party in respect of which a claim for contribution may be made against another party or parties under this Section 10, notify such party or parties from whom contribution may be sought, but the omission to so notify such party or parties shall not relieve the party or parties from whom contribution may be sought from any obligation it or they may have under this Section 10 or otherwise. No party shall be liable for contribution with respect to any action or claim settled without its written consent; provided, however, that such written consent was
not unreasonably withheld.

11. SURVIVAL OF REPRESENTATIONS AND AGREEMENTS. All representations and warranties, covenants and agreements of the U.S. Underwriters and the Company contained in this Agreement, including without limitation the agreements contained in Sections 6 and 7, the indemnity agreements contained in Section 9 and the contribution agreements contained in Section 10, shall remain

operative and in full force and effect regardless of any investigation made by or on behalf of the U.S. Underwriters or any controlling person of any U.S. Underwriter or by or on behalf of the Company, any of its officers and directors, and shall survive delivery of the U.S. Shares to and payment for the U.S. Shares by the U.S. Underwriters. The representations contained in Section 3 and the agreements contained in Sections 6, 7, 9, 10 and 13(d) hereof shall survive the termination of this Agreement including pursuant to Section 13 hereof.

12. DEFAULT BY A U.S. UNDERWRITER.

(a) If any U.S. Underwriter or U.S. Underwriters shall default in its or their obligation to purchase Firm U.S. Shares or Additional U.S. Shares hereunder, and if the Firm U.S. Shares or Additional U.S. Shares with respect to which such default relates do not (after giving effect to arrangements, if any, made pursuant to subsection (b) below) exceed in the aggregate 10% of the number of shares of Firm U.S. Shares or Additional U.S. Shares, as the case may be, that all U.S. Underwriters have agreed to purchase hereunder, then such Firm U.S. Shares or Additional U.S. Shares to which the default relates shall be purchased by the non-defaulting U.S. Underwriters in proportion to the respective proportions that the numbers of Firm U.S. Shares set forth opposite their respective names in Schedule I hereto bear to the aggregate number of Firm U.S. Shares set forth opposite the names of the non-defaulting U.S. Underwriters.

(b) If such default relates to more than 10% of the Firm U.S. Shares or Additional U.S. Shares, as the case may be, you may, in your discretion, arrange for another party or parties (including any non-defaulting U.S. Underwriter or U.S. Underwriters who so agree) to purchase such Firm U.S. Shares or Additional U.S. Shares, as the case may be, to which such default relates on the terms contained herein. If within five (5) calendar days after such a default you do not arrange for the purchase of the Firm U.S. Shares or Additional U.S. Shares, as the case may be, to which such default relates as provided in this Section 12, this Agreement (or, in the case of a default with respect to the Additional U.S. Shares, the obligations of the U.S. Underwriters to purchase and of the Company to sell the Additional U.S. Shares) shall thereupon terminate, without liability on the part of the Company with respect thereto (except in each case as provided in Sections 7, 9(a) and 10 hereof) or the several non-defaulting U.S. Underwriters (except as provided in Sections 9(b) and 10 hereof), but nothing in this Agreement shall relieve a defaulting U.S. Underwriter or U.S. Underwriters of its or their liability, if any, to the other several U.S. Underwriters and the Company for damages occasioned by its or their default hereunder.

(c) If the Firm U.S. Shares or Additional U.S. Shares to which the default relates are to be purchased by the non-defaulting U.S. Underwriters, or are to be purchased by another party or parties as aforesaid, you or the Company shall have the right to postpone the Closing Date or Additional Closing Date, as the case may be, for a period not exceeding five (5) business days, in order to effect whatever changes may thereby be made necessary in the Registration Statement or the U.S. Prospectus or in any other documents and arrangements, and the Company agrees to file promptly any amendment or supplement to the Registration Statement or the U.S. Prospectus that, in the opinion of Underwriters' Counsel, may thereby be made necessary or advisable. The term "U.S. Underwriter" as used in this Agreement shall include any party substituted under this Section 12 with like effect as if it had originally been a party to this Agreement with respect to such Firm U.S. Shares and Additional U.S. Shares.

13. EFFECTIVE DATE OF AGREEMENT; TERMINATION.

(a) This Agreement shall become effective when you and the Company shall have received notification of the effectiveness of the Registration Statement. Until this Agreement becomes effective as aforesaid, and in addition to the termination provisions of Section 4(a)(ii), this Agreement may be terminated by the Company by notifying you or by you by notifying the Company without any liability of any party to any party hereunder. Notwithstanding the foregoing, the provisions of this Section 13 and of Sections 7, 9, 10 and 11 hereof shall at all times be in full force and effect.

(b) This Agreement and the obligations of the U.S. Underwriters hereunder may be terminated by you by written notice to the Company at any time at or prior to the Closing Date (and, with respect to the Additional U.S. Shares, the Additional Closing Date), without liability (other than with respect to Sections 9 and 10) on the part of any U.S. Underwriter to the Company if, on or prior to such date, (i) the Company shall have failed, refused or been unable to perform in any material respect any agreement on its part to be performed hereunder, (ii) any other condition to the obligations of the U.S. Underwriters set forth in Section 8 hereof is not fulfilled when and as required in any material respect, (iii) trading in securities generally on the NYSE or the American Stock Exchange or in the over-the-counter market shall have been suspended or materially limited, or minimum prices shall have been established on either exchange or such market by the Commission, or by either exchange or other regulatory body or governmental authority having jurisdiction, (iv) a general banking moratorium shall have been declared by Federal or New York State authorities, (v) there shall have

occurred any outbreak or escalation of armed hostilities involving the United States on or after the date hereof, or if there has been a declaration by the United States of a national emergency or war, the effect of which shall be, in your judgment, to make it inadvisable or impracticable to proceed with the sale and delivery of the U.S. Shares on the terms and in the manner contemplated in the U.S. Prospectus, (vi) in your reasonable opinion any material adverse change shall have occurred since the respective dates as of which information is given in the Registration Statement or the Prospectuses in the condition (financial or other) of the Company and its subsidiaries taken as a whole, whether or not arising in the ordinary course of business other than as set forth in the Prospectuses or contemplated thereby, or (vii) there shall have occurred such a material adverse change in the financial markets in the United States such as, in your judgment, makes it inadvisable or impracticable to proceed with the sale and delivery of the U.S. Shares on the terms and in the manner contemplated in the U.S. Prospectus. Your right to terminate this Agreement will not be waived or otherwise relinquished by their failure to give notice of termination prior to the time that the event giving rise to the right to terminate shall have ceased to exist, provided that notice is given prior to the Closing Date (and, with respect to the Additional U.S. Shares, the Additional Closing Date).

(c) Any notice of termination pursuant to this Section 13 shall be by telephone, telex, telephonic facsimile, or telegraph, confirmed in writing by letter.

(d) If this Agreement shall be terminated pursuant to any of the provisions hereof (otherwise than pursuant to notification by you as provided in subsection 13(a) or 13(b) hereof), or if the sale of the U.S. Shares provided for herein is not consummated because any condition to the obligations of the U.S. Underwriters set forth herein is not satisfied or because of any refusal, inability or failure on the part of the Company to perform any agreement herein or to comply with any provision hereof, the Company agrees, subject to demand by you, to reimburse the U.S. Underwriters for all reasonable out-of-pocket expenses (including the reasonable fees and expenses of Underwriters' Counsel), incurred by the U.S. Underwriters in connection herewith.

14. NOTICES. All communications hereunder, except as may be otherwise specifically provided herein, shall be in writing and, if sent to any one or more of the U.S. Underwriters, shall be mailed, delivered, or telexed or telegraphed or faxed and confirmed in writing, to Bear, Stearns & Co. Inc., 245 Park Avenue, New York, New York 10167, Attention: Corporate Finance Department (Fax No. (212) 272-3092); if sent to the Company,

shall be mailed, delivered, or telegraphed or faxed and confirmed in writing, to the Company, 63 Lincoln Highway, Malvern, Pennsylvania 19355, Attention: Chief Financial Officer, (Fax No. (215) 296-0657).

15. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one instrument.

16. PARTIES. The Company shall be entitled to act and rely upon any request, notice, consent, waiver or agreement purportedly given by the U.S. Underwriters or you when the same shall have been given and signed by Bear, Stearns. This Agreement shall inure solely to the benefit of, and shall be binding upon, each of the U.S. Underwriters and the Company and the controlling persons, directors, officers, employees and agents referred to in Sections 9 and 10, and their respective successors and assigns, and no other person shall have or be construed to have any legal or equitable right, remedy or claim under or in respect of or by virtue of this Agreement or any provision herein contained. The term "successors and assigns" shall not include a purchaser, in its capacity as such, of U.S. Shares from the U.S. Underwriters.

17. CONSTRUCTION. This Agreement shall be construed in accordance with the internal laws of the State of New York.

If the foregoing correctly sets forth the complete agreement between the U.S. Underwriters, on the one hand, and the Company, on the other hand, please so indicate in the space provided below for that purpose, whereupon this letter shall constitute a binding agreement among us.

Very truly yours,

VISHAY INTERTECHNOLOGY, INC.

By:

Name:
Title:

Accepted as of the date first above written.

BEAR, STEARNS & CO. INC.
Acting on its own behalf and as a representative of the several U.S. Underwriters named in Schedule I annexed hereto.

By:

Name:
Title:

DONALDSON, LUFKIN & JENRETTE
SECURITIES CORPORATION
Acting on its own behalf and as a representative of the several U.S. Underwriters named in Schedule I annexed hereto.

By:

Name:
Title:

LEHMAN BROTHERS INC.
Acting on its own behalf and as a representative of the several U.S. Underwriters named in Schedule I annexed hereto.

By:

Name:
Title:

MERRILL LYNCH, PIERCE, FENNER &
SMITH INCORPORATED
Acting on its own behalf and as a
representative of the several U.S. Underwriters
named in Schedule I annexed hereto.

By:

Name:
Title:

SALOMON BROTHERS INC
Acting on its own behalf and as a
representative of the several U.S. Underwriters
named in Schedule I annexed hereto.

By:

Name:
Title:

SCHEDULE I

Name of U.S. Underwriter	Number of Firm U.S. Shares to be Purchased
Bear, Stearns & Co. Inc.	
Donaldson, Lufkin & Jenrette Securities Corporation	
Lehman Brothers Inc.	
Merrill Lynch, Pierce, Fenner & Smith Incorporated	
Salomon Brothers Inc	
TOTAL	2,200,000

SCHEDULE II

MATERIAL SUBSIDIARIES

NAME	JURISDICTION OF INCORPORATION
Dale Holdings, Inc.	Delaware
Dale Electronics, Inc.	Delaware
Measurements Group, Inc.	Delaware
Vishay Sprague Holdings Corp.	Delaware
E-Sil Components Ltd.	United Kingdom
Draloric Electronic GmbH	Germany
Vishay Beteiliguns GmbH	Germany
Roederstein GmbH	Germany
Nicolitch S.A.	France
Sfernice S.A.	France
Vishay Israel Limited	Israel
Dale Israel Limited	Israel
Draloric Israel Limited	Israel

SCHEDULE III

COMPANY SUBSIDIARIES

Name	Jurisdiction	Percent of Ownership
Nippon Vishay, K.K.	Japan	100%
Vishay F.S.C., Inc.	U.S. Virgin Islands	100%
Vishay Holdings, Inc.	Delaware	100%
Roederstein Electronics, Inc.	Delaware	100%
Measurements Group, Inc.	Delaware	100%
Vishay MicroMeasures SA	France	100%
Measurements Group GmbH	Germany	100%
Grupo Da Medidas Iberica S.L.	Spain	100%
Vishay Israel Limited	Israel	90%
Z.T.R. Electronics Ltd.	Israel	100%
Vishay International Trade Ltd.	Israel	100%
Vishay Israel North Ltd.	_____	_____
Dale Israel Electronics Industries Ltd.	Israel	100%
Draloric Israel Ltd.	Israel	100%
V.I.E.C. Ltd.	Israel	100%
Vilna Equities Holding, B.V.	Netherlands	100%
Visra Electronics Financing B.V.	Netherlands	100%
Measurements Group (U.K.) Ltd.	U.K.	100%
Vishay Beteiliguns GmbH	Germany	79.90% by Vishay Israel 7.56% by Vishay 9.01% by Vilna 3.53% by Dale
Roederstein GmbH	Germany	100%
Roederstein-Produktionsgesellschaft	Germany	100%
Roederstein Electronics Portugal Lda.	Portugal	95%
Roederstein Bauelemente Vartrieb GmbH	Germany	51%
Roederstein Bauelemente Vertrieb GmbH	Germany	75%
Roederstein Bauelemente Vertrieb GmbH	Germany	70%
Roederstein Bauelemente Vertrieb A.G.	Switzerland	100%
Roederstein Vertrieb elektronischer Bauelemente & Co.	Austria	70%
Roederstein Vertrieb elektronischer Bauelemente Ges. mbH	Austria	77.78%
Klevestav-Roederstein Festigheter AB	Sweden	50%

Note: Names of Subsidiaries are indented under name of Parent

Name	Jurisdiction	Percent of Ownership
Djie Roederstein Electronische Onderdelen B.V.	Netherlands	40%
N.V. Roederstein Electronics Components S.A.	Belgium	48%
Fabrin-Roederstein A.S.	Denmark	40%
OY OKAB-Roederstein AB	Finland	44.4%
Roederstein Finland OY	Finland	40%
ROGIN Electronic S.A.	Spain	33%
Roederstein Norge AS	Norway	40%
Roederstein-Hilfe-GmbH	Germany	100%
Draloric Electronics GmbH	Germany	100%
Draloric Electronic SPOL S RO	Czechoslovakia	100%
Sfernice S.A.	France	99.8%
Vishay Composants Electroniques SARL	France	100%
Nicolitch S.A.	France	100%
Gravures Industrielles Mulhousiennes S.A.	France	100%
Sfernice Ltd.	U.K.	100%
Aztronic S.A.	France	100%
Ultronix, Inc.	Delaware	100%
Ohmtek, Inc.	New York	100%
Techno Components Corp.	Delaware	100%
E-Sil Components Ltd.	U.K.	100%
Vishay Components (U.K.) Ltd.	U.K.	100%
Grued, Corp.	Delaware	100%
Con-Gro, Inc.	Delaware	100%
Gro-Con, Inc.	Delaware	100%
Angstrohm Precision, Inc.	Delaware	100%
Alma Components Ltd.	Guernsey	100%
Vishay Resistor Products (U.K.) Ltd.	U.K.	100%
Heavybarter, Unlimited	U.K.	100%
Vishay-Mann Limited	U.K.	100%
Dale Holdings, Inc.	Delaware	100%
Dale Electronics, Inc.	Delaware	100%
Componentes Dale de Mexico S.A. de C.V.	Mexico	100%
Electronica Dale de Mexico S.A. de C.V.	Mexico	100%

Note: Names of Subsidiaries are indented under name of Parent

Name		Percent of Jurisdiction	Ownership
	Vishay Electronic Components Asia Pte., Ltd.	Singapore	100%
	Nytron Inductors, Inc.	North Carolina	100%
	Jeffers Electronics, Inc.	_____	____
	Jefel de Mexico S.A. de C.V.	Mexico	100%
	The Colber Corporation	New Jersey	100%
	Dale Test Laboratories, Inc.	South Dakota	100%
	Angstrohm Precision, Inc.	Maryland	100%
	Bradford Electronics, Inc.	Delaware	100%
Vishay	Sprague Holdings Corp.	Delaware	100%
	Sprague North Adams, Inc.	Massachusetts	100%
	Sprague Sanford, Inc.	Maine	100%
	Vishay Sprague, Inc.	Delaware	100%
	Vishay Sprague Canada Holdings Inc.	Canada	100%
	Sprague Electric of Canada Limited	Canada	100%
	Sprague France S.A.	France	100%
	Sprague Asia, Ltd.	_____	____
	Sprague Palm Beach, Inc.	_____	____

Note: Names of Subsidiaries are indented under name of Parent

EXHIBIT A

2,200,000 Shares

VISHAY INTERTECHNOLOGY, INC.

Common Stock

FORM OF U.S. PRICING AGREEMENT

_____

_____, 1994

Bear, Stearns & Co. Inc.
Donaldson, Lufkin & Jenrette
  Securities Corporation
Lehman Brothers Inc.
Merrill Lynch, Pierce, Fenner &
  Smith Incorporated
Salomon Brothers Inc
  as Representatives of the
  several U.S. Underwriters named
  in the U.S. Underwriting Agreement
c/o Bear, Stearns & Co. Inc.
245 Park Avenue
New York, New York 10167

Ladies and Gentlemen:

Reference is made to the U.S. Underwriting Agreement dated _____, 1994 (the "U.S. Underwriting Agreement") among Vishay Intertechnology, Inc. (the "Company") and the several U.S. Underwriters named therein (the "U.S. Underwriters"), for whom Bear, Stearns & Co. Inc., Donaldson, Lufkin & Jenrette Securities Corporation, Lehman Brothers Inc., Merrill Lynch, Pierce, Fenner & Smith Incorporated and Salomon Brothers Inc are acting as representatives. The U.S. Underwriting Agreement provides for the purchase by the U.S. Underwriters from the Company, subject to the terms and conditions set forth therein, of an aggregate of 2,200,000 shares (the "Firm U.S. Shares") of the Company's common stock, par value $.10 per share. This Agreement is the U.S. Pricing Agreement referred to in the U.S. Underwriting Agreement.

Pursuant to Section 4 of the U.S. Underwriting Agreement, the Company agrees with each U.S. Underwriter as follows:

1. The public offering price per share for the Firm U.S. Shares, determined as provided in said Section 4, shall be $_____.

2. The purchase price per share for the Firm U.S. Shares to be paid by the several U.S. Underwriters shall be $_____, being an amount equal to the public offering price set forth above less $_____ per share.

The Company represents and warrants to each of the U.S. Underwriters that the representations and warranties of the Company set forth in Section 3 of the U.S. Underwriting Agreement are accurate as though expressly made at and as of the date hereof.

This Agreement shall be governed by the laws of the State of New York.

If the foregoing is in accordance with our understanding of the U.S. Underwriting Agreement, please sign and return to the Company a counterpart hereof, whereupon this instrument, along with all counterparts, will become a binding agreement among the U.S. Underwriters and the Company in accordance with its terms and the terms of the U.S. Underwriting Agreement.

Very truly yours,

VISHAY INTERTECHNOLOGY, INC.

By:

Name:
Title:

Confirmed and accepted as of
the date first above written:

BEAR, STEARNS & CO. INC.
DONALDSON, LUFKIN & JENRETTE
SECURITIES CORPORATION
LEHMAN BROTHERS INC.
MERRILL LYNCH, PIERCE, FENNER & SMITH
INCORPORATED
SALOMON BROTHERS INC
Acting on its own themselves and as
representatives of the other U.S. Underwriters
named in the U.S. Underwriting Agreement.

By: BEAR, STEARNS & CO., INC.

By:

Name:
Title:

WGM DRAFT
07/17/94

550,000 SHARES OF COMMON STOCK

VISHAY INTERTECHNOLOGY, INC.

INTERNATIONAL UNDERWRITING AGREEMENT

__, 1994

Bear, Stearns International Limited
Donaldson, Lufkin & Jenrette
  Securities Corporation
Lehman Brothers International (Europe)
Merrill Lynch International Limited
Salomon Brothers International Limited
  as Lead Managers of the
  several Managers named
  in Schedule I hereto
c/o Bear, Stearns International Limited
One Canada Square
London E14 5AD, England

Ladies and Gentlemen:

The undersigned, Vishay Intertechnology, Inc., a Delaware corporation (the "Company"), hereby confirms its agreement with you as follows:

1. MANAGERS. The term "Managers", as used herein, refers collectively to you and the other underwriters named in Schedule I annexed hereto and made a part hereof, for whom you are acting as representative. Except as may be expressly set forth below, any reference to you in this Agreement shall be solely in your capacity as representatives of the Managers.

2. DESCRIPTION OF STOCK.

(a) The Company proposes to issue and sell to the Managers an aggregate of 550,000 shares (the "Firm International Shares") of its Common Stock, par value $.10 per share (the "Common Stock"), upon the terms set forth in Section 8 hereof. The Company also proposes to grant to the Managers the option to purchase from the Company, for the sole purpose of covering over-allotments in connection with the sale of the Firm International Shares, an aggregate of up to 82,500 additional shares (the "Additional International Shares") of Common Stock upon the terms set forth in Section 8 hereof and for the purposes set forth in subsection 4(b) hereof. The Firm International Shares and the

Additional International Shares are hereinafter referred to collectively as the "International Shares."

(b) It is understood and agreed to by all the parties that the Company is concurrently entering into an agreement (the "U.S. Underwriting Agreement") providing for the sale by the Company of up to a total of 2,200,000 shares (the "Firm U.S. Shares") of Common Stock through arrangements with certain underwriters in the United States (the "U.S. Underwriters"), for which Bear, Stearns & Co. Inc., Donaldson, Lufkin & Jenrette Securities Corporation, Lehman Brothers Inc., Merrill Lynch, Pierce, Fenner & Smith Incorporated and Salomon Brothers Inc are acting as representatives. The Company also proposes to grant to the U.S. Underwriters the option to purchase, for the sole purpose of covering over-allotments in connection with the sale of the Firm U.S. Shares, up to an aggregate of 330,000 additional shares (the "Additional U.S. Shares") of Common Stock. The Firm U.S. Shares and the Additional U.S. Shares are collectively referred to herein as the "U.S. Shares," the International Shares and the U.S. Shares are collectively referred to herein as the "Shares" and this Agreement and the U.S. Underwriting Agreement are collectively referred to as the "Underwriting Agreements."

(c) It is also understood and agreed to by all the parties that the U.S. Underwriters have entered into an agreement with the Managers (the "Agreement between U.S. Underwriters and Managers") contemplating the coordination of certain transactions between the U.S. Underwriters and the Managers and that, pursuant thereto and subject to the conditions set forth therein, the U.S. Underwriters may (i) purchase from the Managers a portion of the International Shares to be sold to the Managers pursuant to this Agreement or (ii) sell to the Managers a portion of the U.S. Shares to be sold to the U.S. Underwriters pursuant to the U.S. Underwriting Agreement. The Company also understands that any such purchases and sales between the U.S. Underwriters and the Managers shall be governed by the Agreement between U.S. Underwriters and Managers and shall not be governed by the terms of this Agreement.

(d) Prior to the public offering of the International Shares by the Managers, the Company and you, acting on behalf of the Managers, shall enter into an agreement substantially in the form of Exhibit A hereto (the "International Pricing Agreement"). The International Pricing Agreement may take the form of an exchange of any standard form of written telecommunication between the parties hereto and shall specify such applicable information as is indicated on Exhibit A hereto. The offering of the International Shares shall be governed by this Agreement, as supplemented by the International Pricing Agreement. From and after the date of the execution and delivery of the International

Pricing Agreement, this Agreement shall be deemed to incorporate the International Pricing Agreement.

3. REPRESENTATIONS AND WARRANTIES OF THE COMPANY.

The Company represents and warrants to, and agrees with, each Manager that:

(a) The Company meets the requirements for the use of Form S-3 under the Securities Act of 1933, as amended (the "Act"), and has prepared and filed with the Securities and Exchange Commission (the "Commission"), pursuant to the Act and the rules and regulations promulgated by the Commission thereunder (the "Regulations"), a registration statement on Form S-3 (File No. 33-) relating to the Shares [and ___ amendment(s) thereto], including [in each case] a preliminary prospectus relating to the offering of the International Shares. The Company next proposes to file with the Commission after the effectiveness of such registration statement, in accordance with Rules 430A and 424(b)(1) or Rule 424(b)(4) of the Regulations, a final prospectus with respect to the offering of the International Shares, the final prospectus so filed in either case to include all Rule 430A Information (as hereinafter defined) and to conform, in content and form, to the last printer's proof thereof furnished to and approved by you immediately prior to such filing. As used in this Agreement, (i) the term "Effective Date" means the date that the registration statement hereinabove referred to is declared effective by the Commission, (ii) the term "Registration Statement" means such registration statement as last amended prior to the time the same was declared effective by the Commission, including all exhibits and schedules thereto, all documents (including financial statements, financial schedules and exhibits) incorporated therein by reference and all Rule 430A Information deemed to be included therein at the Effective Date pursuant to Rule 430A of the Regulations, (iii) the term "Rule 430A Information" means information with respect to the Shares and the public offering thereof permitted, pursuant to the provisions of paragraph (a) of Rule 430A of the Regulations, to be omitted from the form of prospectus included in the Registration Statement at the time it is declared effective by the Commission, (iv) the term "U.S. Prospectus" means the form of final prospectus relating to the U.S. Shares first filed with the Commission pursuant to Rule 424(b) of the Regulations or, if no filing pursuant to Rule 424(b) is required, the form of final prospectus included in the Registration Statement at the Effective Date, (v) the term "International Prospectus"

means the form of final prospectus relating to the International Shares first filed with the Commission pursuant to Rule 424(b) of the Regulations or, if no filing pursuant to Rule 424(b) is required, the form of final prospectus included in the Registration Statement at the Effective Date (the U.S. Prospectus and the International Prospectus are referred to collectively as the "Prospectuses"), (vi) the term "U.S. Preliminary Prospectus" means any preliminary prospectus (as described in Rule 430 of the Regulations) with respect to the U.S Shares that omits Rule 430A Information and (vii) the term "International Preliminary Prospectus" means any preliminary prospectus (as described in Rule 430 of the Regulations) with respect to the International Shares that omits Rule 430A Information (the U.S. Preliminary Prospectus and the International Preliminary Prospectus are referred to collectively as the "Preliminary Prospectuses"). Any reference herein to either Preliminary Prospectus or Prospectus shall be deemed to refer to and include the documents incorporated by reference therein pursuant to Item 12 of Form S-3 that were filed under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), on or before the date of such Preliminary Prospectus or the date of such Prospectus, as the case may be, except that any such documents shall be deemed to be modified or superseded to the extent that a statement contained in such Preliminary Prospectus or such Prospectus or in any other subsequently filed document that also is or is deemed to be incorporated by reference therein modifies or supersedes such statement (all such documents being hereinafter referred to as the "Incorporated Documents").

(b) On the Effective Date, the date the International Prospectus is first filed with the Commission pursuant to Rule 424(b) of the Regulations (if required), at all times subsequent thereto to and including the Closing Date and, if later, the Additional Closing Date (each as hereinafter defined), when any post-effective amendment to the Registration Statement becomes effective or any supplement to the International Prospectus is filed with the Commission, and during such longer period as the International Prospectus may be required to be delivered in connection with sales of International Shares by the Managers or a dealer, the Registration Statement and the International Prospectus (as amended or supplemented if the Company shall have filed with the Commission an amendment or supplement thereto) did or will comply in all material respects with the applicable provisions of the Act, the Regulations, the Exchange Act and the rules and regulations thereunder, and did not and will not contain an untrue

statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements made therein (in the case of the International Prospectus, in light of the circumstances under which they were made) not misleading. When any International Preliminary Prospectus was first filed with the Commission (whether filed as part of the Registration Statement or an amendment thereof or pursuant to Rule 424(a) of the Regulations) and when any amendment thereof or supplement thereto was first filed with the Commission, such International Preliminary Prospectus and any amendments thereof and supplements thereto complied in all material respects with the applicable provisions of the Act and the Exchange Act and the respective rules and regulations thereunder and did not contain an untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading. No representation and warranty, however, is made in this subsection 3(b) by the Company with respect to written information contained in or omitted from the Registration Statement, the International Prospectus, any International Preliminary Prospectus, or any amendment or supplement in reliance upon and in conformity with information furnished to the Company by or on your behalf with respect to the Managers and the plan of distribution of the Shares expressly for use in connection with the preparation thereof. Each of the Incorporated Documents, when each was first filed with the Commission, complied in all material respects with the applicable provisions of the Exchange Act and the rules and regulations of the Commission thereunder and any further documents so filed and incorporated by reference will, when they are filed with the Commission, comply in all material respects with the applicable provisions of the Exchange Act. None of such filed documents when they were filed (or, if an amendment with respect thereto was filed, when such amendment was filed), contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in light of circumstances under which they were made, not misleading; and no such further document, when it is filed with the Commission, will contain an untrue statement of a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

(c) Each contract, agreement, instrument, lease, license or other item required to be described or incorporated by reference in the Registration Statement or

the International Prospectus has been properly described, or shall be properly described, as the case may be, in all material respects or incorporated by reference therein. Each contract, agreement, instrument, lease, license, or other item required to be filed as an exhibit to the Registration Statement has been filed with the Commission as an exhibit to, or has been incorporated by reference as an exhibit into, the Registration Statement.

(d) Ernst & Young, whose separate report has been filed with the Commission and is incorporated by reference in the Registration Statement, are independent public accountants with regard to the Company, and KPMG Peat Marwick, whose separate report has been filed with the Commission as part of the Registration Statement, are independent public accountants with regard to Vitramon, Incorporated, a Delaware corporation ("Vitramon"), as required by and within the meaning of the Act and the Regulations. The consolidated financial statements of the Company and its consolidated subsidiaries (the "Company Financials") incorporated by reference in the Registration Statement and to be incorporated by reference in the International Prospectus fairly present, with respect to the Company and its consolidated subsidiaries, the consolidated financial position, the consolidated results of operations and the other information purported to be shown therein at the respective dates and for the respective periods to which they apply. The Company Financials have been prepared in accordance with generally accepted accounting principles as in effect in the United States ("US GAAP") consistently applied throughout the periods involved, and are, in all material respects, prepared in accordance with the books and records of the Company and its consolidated subsidiaries. The financial statements of Vitramon (the "Vitramon Financials") included in the Registration Statement and to be included in the International Prospectus fairly present, with respect to Vitramon, the financial position, the results of operations and the other information purported to be shown therein at the respective dates and for the respective periods to which they apply. The Vitramon Financials have been prepared in accordance with US GAAP consistently applied throughout the periods involved, and are, in all material respects, prepared in accordance with the books and records of Vitramon. The pro forma consolidated balance sheet and consolidated statement of income of the Company and Vitramon (together, the "Pro forma Financials") set forth in the Registration Statement and to be set forth in the International Prospectus fairly present the information purported to be shown therein at the respective dates thereof and for the respective periods

covered thereby. The Pro forma Financials have been prepared on the basis set forth therein and all adjustments have been properly applied. The assumptions in the Pro forma Financials are reasonable. No other financial statements are required by Form S-3 or otherwise to be included in the Registration Statement or the International Prospectus.

(e) Subsequent to the respective dates as of which information is given in the Registration Statement, except as set forth in the Registration Statement, there has not been any material adverse change in the business, properties, operations, condition (financial or other) or results of operations of the Company and its subsidiaries taken as a whole, whether or not arising from transactions in the ordinary course of business, and since the date of the latest balance sheet of the Company included or incorporated by reference in the Registration Statement, neither the Company nor any of its subsidiaries has incurred or undertaken any liabilities or obligations, direct or contingent, that are material to the Company and its subsidiaries taken as a whole, except for liabilities or obligations (i) incurred or undertaken in the ordinary course of business or (ii) disclosed in the Registration Statement.

(f) The Company has all requisite legal right power and authority to execute, deliver and perform this Agreement and to issue, sell and deliver those of the International Shares as are to be issued, sold and delivered by the Company hereunder in accordance with the terms and conditions of this Agreement. This Agreement has been duly and validly authorized, executed and delivered by the Company and is a legal and binding obligation of the Company, enforceable against the Company in accordance with its terms except (i) that rights to indemnity and/or contribution hereunder may be limited by federal or state securities laws or the public policy underlying such laws, (ii) that such enforcement may be subject to bankruptcy, insolvency, reorganization or other similar laws now or hereafter in effect relating to creditors' rights generally and (iii) that the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought.

(g) The execution, delivery and performance by the Company of this Agreement and the International Pricing Agreement and the consummation of the transactions contemplated hereby will not (i) conflict with or result in

a breach of any of the terms and provisions of, or constitute a default (or an event that with notice or lapse of time, or both, would constitute a default) or require consent under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Company or any of its subsidiaries pursuant to the terms of, any agreement, instrument, franchise, license or permit to which the Company or any of its subsidiaries is a party or by which the Company or any of its subsidiaries or their respective properties or assets may be bound and that is material to the Company and its subsidiaries taken as a whole, or (ii) violate or conflict with any provision of the certificate of incorporation, by-laws or similar governing instruments of the Company or any of its subsidiaries listed on Schedule II hereto (the "Material Subsidiaries") or (iii) violate or conflict with any judgment, decree, order, statute, rule or regulation of any court or any public, governmental or regulatory agency or body having jurisdiction over the Company or any of its Material Subsidiaries or any of their respective properties or assets, except for those violations that individually or in the aggregate would not have a material adverse effect on the Company and its subsidiaries taken as a whole.

(h) No consent, approval, authorization, order, registration, filing, qualification, license or permit of or with any court or any public, governmental or regulatory agency or body having jurisdiction over the Company or any of its subsidiaries or any of their respective properties or assets is required for the execution, delivery and performance of this Agreement by the Company and the consummation of the transactions contemplated hereby, except the registration under the Act of the Shares, the authorization of the Shares for listing on the New York Stock Exchange (the "NYSE") and such consents, approvals, authorizations, orders, registrations, filings, qualifications, licenses and permits as may be required under state securities laws in connection with the purchase and distribution of the Shares by the U.S. Underwriters and the Managers. No consent of any party to any material contract, agreement, instrument, lease, license, arrangement or understanding to which the Company or any subsidiary is party, or to which any of their respective properties or assets are subject, is required for the execution, delivery or performance of this Agreement by the Company or for the issuance, sale or delivery by the Company of those of the Shares as are to be issued and sold hereunder by the Company.

(i) All of the currently outstanding shares of Common Stock and the issued or outstanding shares of capital stock of each of the Material Subsidiaries, have been duly and validly authorized, have been, or prior to the Closing Date will have been, duly and validly issued, are fully paid and nonassessable and were not, or will not have been, issued in violation of or subject to any preemptive rights. Those of the International Shares to be issued and sold by the Company hereunder have been duly and validly authorized and, when issued, delivered and sold in accordance with this Agreement, will be duly and validly issued, fully paid and nonassessable, and will not have been issued in violation of or subject to any preemptive rights. The Company had, at March 31, 1994, an authorized and outstanding capitalization as set forth in the Registration Statement and as shall be set forth in the International Prospectus, both on an historical basis and as adjusted to give retroactive effect to the Company's acquisition of Vitramon and the financing thereof. The Common Stock conforms to the description thereof set forth in, or incorporated by reference into, the Registration Statement and as shall be set forth in or incorporated by reference into, the International Prospectus. The Company owns directly or indirectly all of the shares of capital stock of the Company's subsidiaries, free and clear of all claims, liens, security interests, pledges, charges, encumbrances, stockholders agreements and voting trusts except as otherwise described in Schedule III hereto or in the Registration Statement and as may be disclosed in the International Prospectus, other than immaterial amounts of shares that are owned by employees of certain subsidiaries.

(j) There is no commitment, plan or arrangement to issue, and no outstanding option, warrant or other right calling for the issuance of, any share of capital stock of the Company or of any subsidiary or any security or other instrument that by its terms is convertible into, exercisable for, or exchangeable for capital stock of the Company or any subsidiary of the Company, except as described in the Registration statement and as may be described in the International Prospectus.

(k) The Company has no active subsidiaries other than those listed in Schedule III hereto and all references in this Agreement to subsidiaries of the Company (except as otherwise provided) shall be deemed limited to the Company's active subsidiaries. Each of the Company and its Material Subsidiaries has been duly organized and is validly existing as a corporation in good standing under the laws of its jurisdiction of incorporation. Each of the Company and its

Material Subsidiaries is duly qualified and in good standing as a foreign corporation in each jurisdiction in which the character or location of its properties (owned, leased or licensed) or the nature or conduct of its business makes such qualification necessary, except for those failures to be so qualified or in good standing that will not in the aggregate have a material adverse effect on the Company and its subsidiaries taken as a whole. Each of the Company and its Material Subsidiaries has all requisite power and authority, and all necessary consents, approvals, authorizations, orders, registrations, filings, qualifications, licenses and permits of and from all public, regulatory or governmental agencies and bodies, to own, lease and operate its properties and conduct its business as now being conducted and as described in the Registration Statement and as may be described in the International Prospectus (except for those the absence of which, individually or in the aggregate, would not have a material adverse effect on the Company and its subsidiaries taken as a whole), and no such consent, approval, authorization, order, registration, qualification, license or permit contains a materially burdensome restriction that is not adequately disclosed in the Registration Statement and the International Prospectus.

(l) Neither the Company nor any of its subsidiaries, nor to the best knowledge of the Company or any subsidiary, any other party, is in violation or breach of, or in default (nor has an event occurred that with notice, lapse of time or both, would constitute a default) with respect to complying with, any material provision of any contract, agreement, instrument, lease, license, arrangement, or understanding that is material to the Company and its subsidiaries taken as a whole, except for such violations, breaches and defaults as, individually or in the aggregate, would not have a material adverse effect on the financial condition, results of operation or business of the Company and its subsidiaries taken as a whole; and each such contract, agreement, instrument, lease, license, arrangement, and understanding is in full force and effect, and is the legal, valid, and binding obligation of the Company or such subsidiary, as the case may be, and (subject to applicable bankruptcy, insolvency, and other laws affecting the enforceability of creditors' rights generally) is enforceable as to the Company or such subsidiary, as the case may be, in accordance with its terms. The Company and each Material Subsidiary enjoys peaceful and undisturbed possession in all material respects under all material leases and licenses under which it is operating. Neither the Company nor any of its Material Subsidiaries is in

violation of its certificate of incorporation, by-laws or similar governing instrument.

(m) There is no litigation, arbitration, claim, governmental or other proceeding or investigation pending or, to the best knowledge of the Company or any subsidiary after due inquiry, threatened (or any basis therefor known to the Company or any subsidiary), with respect to the Company, any subsidiary, or any of their respective operations, businesses, properties or assets except as disclosed in the Registration Statement and as may be described in the International Prospectus, that might have, individually or in the aggregate, a material adverse effect upon the financial condition, results of operations, operations, business, properties, assets or liabilities of the Company and its subsidiaries taken as a whole. There is no contract or other document concerning the Company or any of its subsidiaries of a character required to be disclosed in the Registration Statement and the International Prospectus or to be filed as an exhibit to the Registration Statement that has not been so disclosed or filed.

(n) Each of the Company and its subsidiaries has good and marketable title to all of its real and personal properties and assets that are owned by it, free and clear of all liens, security interests, pledges, charges, encumbrances, and mortgages (except as disclosed in the Registration Statement and as may be disclosed in the International Prospectus or such as individually or in the aggregate do not have a material adverse effect upon the financial condition, results of operations, operations, business, properties, assets or liabilities of the Company and its subsidiaries taken as a whole). No real property owned, leased, licensed, or used by the Company or by a Material Subsidiary lies in an area that is, or to the best knowledge of the Company or any Material Subsidiary will be, subject to zoning, use, or building code restrictions that would prohibit, and no state of facts relating to the actions or inaction of another person or entity or his, her or its ownership, leasing, licensing, or use of any real or personal property exists that would prevent, the continued effective ownership, leasing, licensing, or use of such real property in the business of the Company or such subsidiary as presently conducted or as the International Prospectus indicates it contemplates conducting (except as may be described in the International Prospectus or such as individually or in the aggregate do not have a material adverse effect upon the financial condition, results of operations, operations, business, properties, assets or

liabilities of the Company and its subsidiaries taken as whole).

(o) All material patents, patent applications, trademarks, trademark applications, trade names, service marks, copyrights, franchises, and other intangible properties and assets (all of the foregoing being herein called "Intangibles") that the Company or any subsidiary owns or has pending, or under which it is licensed, are in good standing, are uncontested and are set forth in the Registration Statement. Neither the Company nor any subsidiary has received notice of infringement with respect to asserted Intangibles of others. To the knowledge of the Company and any subsidiary, there is no infringement by others of Intangibles of the Company or any subsidiary that has had or may in the future have a materially adverse effect on the financial condition, results of operations, operations, business, properties, assets or liabilities of the Company and its subsidiaries taken as a whole.

(p) To the Company's knowledge, neither the Company or any subsidiary, nor any director, officer or employee of the Company or any subsidiary has, directly or indirectly, used any corporate funds for unlawful contributions, gifts, entertainment, or other unlawful expenses relating to political activity; made any unlawful payment to foreign or domestic government officials or employees or to foreign or domestic political parties or campaigns from corporate funds; violated any provision of the Foreign Corrupt Practices Act of 1977, as amended; or made any bribe, rebate, payoff, influence payment, kickback, or other unlawful payment.

(q) No person has the right by contract or otherwise to require registration under the Act of shares of Common Stock or other securities of the Company because of the filing or effectiveness of the Registration Statement.

(r) Neither the Company nor any of its officers, directors or affiliates (as defined in the Regulations) has taken or will take, directly or indirectly, prior to the termination of the underwriting contemplated by this Agreement, any action designed to stabilize or manipulate the price of any security of the Company, or that has caused or resulted in, or that might reasonably be expected to cause or result in, stabilization or manipulation of the price of any security of the Company, to facilitate the sale or resale of any of the Shares.

(s) Neither the Company nor any of its subsidiaries is, or intends to conduct its business in such a manner that it would become, an "investment company" or a company "controlled" by an "investment company" as defined in the Investment Company Act of 1940, as amended (the "Investment Company Act").

(t) Except as may be set forth in the International Prospectus, the Company has not incurred any liability for a fee, commission, or other compensation on account of the employment of a broker or finder in connection with the transactions contemplated by this Agreement.

(u) Each of the Company and its Material Subsidiaries maintains a system of internal accounting controls sufficient to provide reasonable assurances that (i) transactions are executed in accordance with management's general or specific authorization; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles and to maintain accountability for assets; (iii) the access to the respective assets of the Company and each subsidiary, as the case may be, is permitted only in accordance with management's general or specific authorization; and (iv) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

(v) Other than as disclosed in the Registration Statement and as shall be disclosed in the International Prospectus, no labor dispute with the employees of the Company or any of its subsidiaries exists or, to the knowledge of management of the Company, is imminent that, singly or in the aggregate, is or is reasonably likely to be materially adverse to the Company and its subsidiaries taken as a whole, and the Company is not aware of any existing or imminent labor disturbance by the employees of any of its principal suppliers, manufacturers or contractors that reasonably can be expected to have a material adverse effect on the financial condition, results of operations, operations or business of the Company and its subsidiaries taken as a whole.

(w) (i) All United States Federal income tax returns of the Company and each of its subsidiaries required by law to be filed have been filed and all taxes shown by such returns or otherwise assessed that are due and payable have been paid, except assessments against which appeals have been or will be promptly taken and (ii) the Company and its

subsidiaries have filed all other tax returns that are required to have been filed by them pursuant to applicable law of all other jurisdictions, except, as to each of the foregoing clauses (i) and (ii), insofar as the failure to file such returns, individually and in the aggregate, would not have a material adverse effect on the financial condition, results of operations, operations or business of the Company and its subsidiaries taken as a whole, and the Company and its subsidiaries have paid all taxes due pursuant to said returns or pursuant to any assessment received by the Company or its subsidiaries, except for such taxes, if any, as are being contested in good faith and as to which adequate reserves have been provided in accordance with generally accepted accounting principles or if the failure to make any or all such payments, singly or in the aggregate, would not be material to the Company and its subsidiaries, taken as a whole. The charges, accruals and reserves on the consolidated books of the Company in respect of any income and corporation tax liability for any years not finally determined are adequate to meet any assessments or re-assessments for additional income tax for any years not finally determined, except to the extent of any inadequacy that would not have a material adverse effect on the financial condition, results of operations, operations or business of the Company and its subsidiaries taken as whole.

4. PURCHASE, SALE AND DELIVERY OF THE INTERNATIONAL SHARES.

(a)(i) On the basis of the representations, warranties, covenants and agreements herein contained, but subject to the terms and conditions herein set forth, the Company agrees to issue and sell the Firm International Shares to the respective Managers, and each Manager agrees, severally and not jointly, to purchase from the Company the number of Firm International Shares set forth opposite the name of such Manager in Schedule I hereto, all at the price per share set forth in the International Pricing Agreement.

(ii) If the International Pricing Agreement has not been executed by the close of business on the fourth full business day following the date on which the Registration Statement becomes effective, this Agreement shall terminate forthwith, without liability of any party to any other party except that Sections 7, 9, 10 and 11 shall remain in effect.

(iii) Delivery of the Firm International Shares and payment of the purchase price therefor shall be made at the offices of Bear, Stearns & Co. Inc. at 245 Park Avenue, New

York, New York 10167, or such other location in the New York City metropolitan area you shall determine and advise the Company upon at least two full business days' notice in writing. Such delivery and payment shall be made at 10:00 A.M., New York City time, on the fifth full business day following the date of execution of the International Pricing Agreement, or at such other time as may be agreed upon by you and the Company. The time and date of such delivery and payment are herein called the "Closing Date." Delivery of the Firm International Shares shall be made to you or upon your order, for the respective accounts of the Managers, against payment by you, on behalf of the respective Managers, to the Company of the aggregate purchase price therefor, in immediately available funds; provided, however, such
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payment shall be made by certified or official bank checks payable in New York Clearing House funds to the order of the Company if the Company provides a written request therefor to Bear, Stearns International Limited ("Bear, Stearns") at least two business days prior to the Closing Date. If such payment is to be made in immediately available funds, the Company shall reimburse Bear, Stearns for the incremental cost thereof at the then prevailing federal funds effective rate plus 137.5 basis points plus any applicable bank charges incurred by Bear, Stearns.

(iv) Certificates for the Firm International Shares shall be registered in such name or names and in such authorized denominations as you may request in writing at least two full business days prior to the Closing Date, provided that, if so specified by you, the Firm International Shares may be represented by a global certificate registered in the name of Cede & Co., as nominee of the Depositary Trust Company ("Cede"). The Company shall permit you to examine and package such certificates for delivery at least one full business day prior to the Closing Date, unless the Firm International Shares are to be represented by a global certificate.

(b)(i) The Company hereby grants to the Managers an option (the "International Option") to purchase from the Company up to an aggregate of 82,500 Additional International Shares at the same price per share as is applicable to the sale of the Firm International Shares to the Managers, for the sole purpose of covering over-allotments in the offering of the Firm International Shares by the Managers. The International Option shall be exercisable by you on one occasion only, at any time before the expiration of 30 days from the date of the International Pricing Agreement, for the purchase of all or part of the Additional International Shares, such exercise to be made by

notice, given by you to the Company in the manner specified in Section 14 hereof, which notice shall set forth the aggregate number of Additional International Shares with respect to which the International Option is being exercised, the denominations and the name or names in which certificates evidencing the Additional International Shares so purchased are to be registered, and the date and time of delivery of such Additional International Shares, which date may be at or subsequent to the Closing Date and shall not be less than two nor more than ten days after such notice. The aggregate number of Additional International Shares to be purchased from the Company by each Manager (as adjusted by you to eliminate fractions) shall be determined by multiplying the total number of Additional International Shares to be sold by the Company by a fraction (x) the numerator of which is the number of Firm International Shares set forth opposite the name of such Manager in Schedule I annexed hereto and (y) the denominator of which is 550,000.

(ii) Delivery of the Additional International Shares so purchased and payment of the purchase price therefor shall be made at the offices of Bear, Stearns & Co. Inc. at 245 Park Avenue, New York, New York 10167, or such other location in the New York City metropolitan area as you shall determine and advise the Company upon at least two full business days' notice in writing. Such delivery and payment shall be made at 10:00 A.M., New York City time, on the date designated in such notice or at such other time and date as may be agreed upon by you and the Company. The time and date of such delivery and payment are herein called the "Additional Closing Date." Delivery of the Additional International Shares shall be made to you or upon your order, for the respective accounts of the Managers, against payment by you, on behalf of the respective Managers, to the Company of the aggregate purchase price therefor, by certified or official bank checks payable in New York Clearing House funds to the order of the Company; provided, however, that if the
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Additional Closing Date is the same date as the Closing Date and the Company is to receive payment for the Firm International Shares in immediately available funds in accordance with Section 4(a)(iii), payment to the Company for the Additional International Shares shall also be made in immediately available funds, in which event the Company shall reimburse Bear, Stearns for the incremental cost thereof as provided in Section 4(a)(iii).

(iii) Certificates for the Additional International Shares purchased by the Managers, when delivered to or upon

your order, shall be registered in such name or names and in such authorized denominations as you shall have requested in the notice of exercise of the International Option, provided that, if so specified by you, such Additional International Shares may be represented by a global certificate registered in the name of Cede. The Company shall permit you to examine and package such certificates for delivery at least one full business day prior to the Additional Closing Date, unless the Additional International Shares are to be represented by a global certificate.

(c) The Managers shall not be obligated to purchase any Firm International Shares from the Company except upon tender to the Managers by the Company of all of the Firm International Shares and the Managers shall not be obligated to purchase any Additional International Shares from the Company except upon tender to the Managers by the Company of all of the Additional International Shares specified in the notice of exercise of the International Option. The Company shall not be obligated to sell or deliver any Firm International Shares or Additional International Shares except upon tender of payment by the Managers for all the Firm International Shares or the Additional International Shares, as the case may be, agreed to be purchased by the Managers hereunder.

5. OFFERING. It is understood that as soon after the International Pricing Agreement has been executed and delivered as you deem it advisable to do so, the Managers shall offer the International Shares for sale to the public as set forth in the International Prospectus.

6. COVENANTS OF THE COMPANY.

The Company covenants and agrees with each Manager that:

(a) The Company shall use its best efforts to cause the Registration Statement to become effective. If the Registration Statement has become or becomes effective pursuant to Rule 430A of the Regulations, or filing of the International Prospectus with the Commission is otherwise required under Rule 424(b) of the Regulations, the Company shall file the International Prospectus, properly completed, with the Commission pursuant to Rule 424(b) of the Regulations within the time period therein prescribed and shall provide evidence satisfactory to you of such timely filing. The Company shall promptly advise you, and confirm such advice in writing, (1) when the Registration Statement or any post-effective amendment thereto has become

effective, (2) of the initiation or threatening of any proceedings for, or receipt by the Company of any notice with respect to, the suspension of the qualification of the Shares for sale in any jurisdiction or the issuance by the Commission of any order suspending the effectiveness of the Registration Statement and (3) of receipt by the Company or any representative or attorney of the Company of any other communications from the Commission relating to the Company, the Registration Statement, any International Preliminary Prospectus, the International Prospectus or the transactions contemplated by this Agreement. The Company shall make every reasonable effort to prevent the issuance of an order suspending the effectiveness of the Registration Statement or any post-effective amendment thereto and, if any such order is issued, to obtain its lifting as soon as possible. The Company shall not file any amendment to the Registration Statement or any amendment of or supplement to the International Prospectus before or after the Effective Date to which you shall reasonably object in writing after being timely furnished in advance a copy thereof unless the Company shall conclude, upon the advice of counsel, that any such amendment must be filed at a time prior to obtaining such consent.

(b) If, at any time when a prospectus relating to the Shares is required to be delivered under the Act, any event shall occur as a result of which the International Prospectus as then amended or supplemented includes any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading, or if it shall be necessary at any time to amend the Registration Statement or supplement the International Prospectus to comply with the Act and the Regulations, the Company shall notify you promptly and prepare and file with the Commission an appropriate post-effective amendment or supplement (in form and substance reasonably satisfactory to you) that will correct such statement or omission and shall use its best efforts to have any such post-effective amendment to the Registration Statement declared effective as soon as possible.

(c) The Company shall promptly deliver to you four manually-signed copies of the Registration Statement, including exhibits and all documents incorporated by reference therein and all amendments thereto, and to those persons (including you) whom you identify to the Company, such number of conformed copies of the Registration Statement, each International Preliminary Prospectus, the

International Prospectus, all amendments of and supplements to such documents, if any, and all documents incorporated by reference in the Registration Statement and the International Prospectus or any amendment thereof or supplement thereto, without exhibits, as you may reasonably request.

(d) The Company shall cooperate with the Managers and Weil, Gotshal & Manges ("Underwriters' Counsel") in connection with their efforts to qualify or register the Shares for sale under the securities (or "Blue Sky") laws of such jurisdictions as you shall request, shall execute such applications and documents and furnish such information as may be reasonably required for such purpose and shall comply with such laws so as to continue such qualification in effect for so long as may be required to complete the distribution of the Shares; provided, however, that the Company shall not be required to qualify as a foreign corporation in any jurisdiction or to file a consent to service of process in any jurisdiction in any action other than one arising out of the offering or sale of the Shares in such jurisdiction.

(e) The Company shall make generally available (within the meaning of Section 11(a) of the Act) to its security holders and to you, in such numbers as you may reasonably request for distribution to the Managers, as soon as practicable, an earnings statement, covering a period of at least twelve consecutive full calendar months commencing after the effective date of the Registration Statement, that satisfies the provisions of Section 11(a) of the Act and Rule 158 of the Regulations.

(f) During a period of 90 days from the date of this Agreement, the Company shall not, without the prior written consent of Bear, Stearns, (A) issue, sell, offer or agree to sell, or otherwise dispose of, directly or indirectly, any Common Stock or Class B Common Stock of the Company, par value $.10 per share (the "Class B Common Stock") (or any securities convertible into, exercisable for or exchangeable for Common Stock or Class B Common Stock) other than the (i) Company's issuance and sale of Shares hereunder, (ii) the Company's issuance of shares of Common Stock upon the conversion of the Company's presently outstanding Class B Common Stock, or (iii) the issuance of Common Stock under the Company's employee benefit plans, or (B) acquire, agree or commit to acquire or publicly announce its intention to acquire, directly or through a subsidiary, assets or securities of any other person, firm or corporation in a transaction or series of related transactions that would be

material to the Company and its subsidiaries, taken as a whole, other than the purchase of the capital stock of Vitramon (if such purchase is consummated after the execution of this Agreement) as described in the International Prospectus. In addition, the Company has obtained and shall deliver to you on the date hereof a written undertaking from each of Dr. Felix Zandman, Mrs. Luella B. Slaner, as Trustee of the Trust for the benefit of Mr. Alfred P. Slaner, and Mrs. Slaner, in her individual capacity, not to, without the prior written consent of Bear, Stearns, issue, sell, offer or agree to sell, or otherwise dispose of, directly or indirectly, any Common Stock or Class B Common Stock (or any securities convertible into, exercisable for or exchangeable for Common Stock or Class B Common Stock).

(g) During the three years following the Effective Date, the Company shall furnish to you, in such numbers as you may reasonably request for distribution to the Managers, copies of (i) all reports to its shareholders and (ii) all reports, financial statements, and proxy or information statements filed by the Company with the Commission or any national securities exchange.

(h) The Company shall apply the proceeds from the sale of the Shares hereunder in the manner set forth under "Use of Proceeds" in the International Prospectus.

(i) The Common Stock currently outstanding is listed on the NYSE and the Shares have been duly authorized for listing on the NYSE, subject only to official notice of issuance. The Company shall use its best efforts promptly to cause the Shares to be listed on the NYSE.

(j) The Company shall comply with all registration, filing, and reporting requirements of the Exchange Act, which may from time to time be applicable to the Company.

(k) The Company shall comply with all provisions of all undertakings contained in the Registration Statement.

(l) Prior to the Closing Date or the Additional Closing Date, as the case may be, the Company shall issue no press release or other communication directly or indirectly and hold no press conference with respect to the Company, any subsidiary, the financial condition, results of operations, operations, business properties, assets, liabilities, or prospects of any of them, or this offering, without your prior consent, which shall not be unreasonably withheld, unless the Company shall conclude upon the advice

of counsel that such press release or other communication must be issued at a time prior to obtaining such consent.

7. PAYMENT OF EXPENSES. Whether or not the transactions contemplated in this Agreement are consummated or this Agreement is terminated, the Company agrees to pay all costs and expenses incident to the performance of its obligations hereunder, including those in connection with (i) preparing, printing, duplicating, filing and distributing the Registration Statement (including all amendments thereof and exhibits thereto), any Preliminary Prospectuses, the Prospectuses and any supplements thereto, the underwriting documents (including this Agreement, the U.S. Underwriting Agreement, the U.S. and International Pricing Agreements and any agreements with selected securities dealers) and all other documents relating to the public offering of the Shares (including those supplied to the Managers in quantities as hereinabove stated and those supplied to the U.S. Underwriters in quantities as stated in the U.S. Underwriting Agreement), (ii) the issuance, transfer and delivery of the Shares to the U.S. Underwriters and the Managers, including any transfer or other taxes payable thereon, (iii) the qualification, if any, of the Shares under state securities laws, including the costs of preparing, printing and distributing to the U.S. Underwriters a preliminary and final Blue Sky Memorandum and the reasonable fees and disbursements of Underwriters' Counsel in connection therewith, (iv) the listing of the Shares on the NYSE and (v) the review of the terms of the public offering of the Shares by the National Association of Securities Dealers, Inc. (the "NASD") and the reasonable fees and disbursements of Underwriters' Counsel in connection therewith.

8. CONDITIONS OF THE MANAGERS' OBLIGATIONS. The obligations of the several Managers to purchase and pay for the International Shares, as provided herein, shall be subject to the accuracy of the representations and warranties of the Company herein contained, as of the date hereof, as of the Closing Date and, with respect to the Additional International Shares, the accuracy of the representations and warranties of the Company as of the Additional Closing Date, to the absence from any certificates, opinions, written statements or letters furnished pursuant to this Section 8 to you or to Underwriters' Counsel of any qualification or limitation not previously approved in writing by you to the performance by the Company of its obligations hereunder, and to the following additional conditions:

(a) The Registration Statement shall have become effective not later than 5:00 P.M., New York time, on the date of this Agreement or at such later time and date as

shall have been consented to in writing by the Representatives, and no stop order suspending the effectiveness of the Registration Statement or any post-effective amendment thereof shall have been issued by the Commission or any state securities commission and no proceedings therefor shall have been initiated or threatened by the Commission or any state securities commission.

(b) At the Closing Date (and, with respect to the Additional Shares, the Additional Closing Date), you shall have received the opinion of Avi Eden, Esq., general counsel for the Company, dated the date of its delivery, addressed to the U.S. Underwriters and the Managers, and in form and scope satisfactory to Underwriters' Counsel, to the effect that:

(i) Each of the Company and its domestic subsidiaries listed in Schedule II hereto (the "Material Domestic Subsidiaries") (x) has been duly organized and is validly existing as a corporation in good standing under the laws of its jurisdiction of incorporation and is duly qualified and in good standing as a foreign corporation in each jurisdiction in which the character or location of its properties (owned, leased or licensed) or the nature or conduct of its business makes such qualification necessary, except for those failures to be so qualified or in good standing that, in the aggregate, will not have a material adverse effect on the Company and its subsidiaries taken as a whole and (y) has all requisite corporate authority to own, lease and license its respective properties and conduct its business as now being conducted and as described in the Registration Statement and the Prospectuses. All of the issued and outstanding capital stock of each Material Domestic Subsidiary of the Company has been duly and validly issued and is fully paid and nonassessable and free of preemptive rights and, except for immaterial numbers of shares of certain of those subsidiaries that are owned by directors or employees of those subsidiaries, is owned by the Company or a subsidiary thereof, free and clear of any lien, adverse claim or security interest and, to the knowledge of such counsel, restriction on transfer, shareholders' agreement, voting trust or other defect of title whatsoever, except as otherwise described in the Registration Statement and as may be disclosed in the Prospectuses.

(ii) The Company has authorized capital stock as set forth in the Registration Statement and the

Prospectuses. All of the outstanding shares of such capital stock are duly and validly authorized and issued, are fully paid and nonassessable and were not issued in violation of or subject to any preemptive rights. The Shares have been duly and validly authorized for issuance and sale to the U.S. Underwriters and the Managers, respectively, pursuant to the Underwriting Agreements and, when so sold and delivered to the U.S. Underwriters and the Managers, respectively, will be duly and validly issued and outstanding, fully paid and nonassessable and will not have been issued in violation of or subject to any preemptive rights. To the best knowledge of such counsel after due inquiry, there is no outstanding option, warrant or other right calling for the issuance of any share of capital stock of the Company or of any Material Domestic Subsidiary of any security or other instrument that by its terms is convertible into, exercisable for or exchangeable for capital stock of the Company or any Material Domestic Subsidiary, except as may be described in the Prospectuses. Upon delivery of and payment for the Shares to be sold by the Company to each U.S. Underwriter and Manager pursuant to the Underwriting Agreements, each U.S. Underwriter and each Manager (assuming that it acquires such Shares without notice of any adverse claim, as such term is used in Section 8-302 of the Uniform Commercial Code in effect in the State of New York) will acquire good and marketable title to the Shares so sold and delivered to it, free and clear of all liens, pledges, charges, claims, security interests, restrictions on transfer, agreements or other defects of title whatsoever (other than those resulting from any action taken by such U.S. Underwriter or such Manager). The Common Stock conforms in all material respects to the description thereof contained in the Registration Statement and the Prospectuses.

(iii) The Common Stock currently outstanding is listed on the NYSE and the Shares are duly authorized for listing on the NYSE, subject only to official notice of issuance.

(iv) The Company has all requisite legal, right, power and authority to execute, deliver and perform the Underwriting Agreements and the transactions contemplated thereby. The Underwriting Agreements and the transactions contemplated thereby have been duly and validly authorized, executed and delivered by the Company, and the Underwriting Agreements constitute

valid and binding obligations of the Company, except (A) that rights to indemnity and/or contribution thereunder may be limited by federal or state securities laws or the public policy underlying such laws, (B) that such enforcement may be subject to bankruptcy, insolvency, reorganization or other similar laws now or hereafter in effect relating to creditors' rights generally and (C) that the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought.

(v) To the best of such counsel's knowledge, there is no litigation or governmental or other action, suit, proceeding or investigation before any court or before or by any public, regulatory or governmental agency or body pending or threatened against, or involving the properties or business of, the Company or any of its subsidiaries, that, if resolved against the Company or such subsidiary, individually or, to the extent involving related claims or issues, in the aggregate, is of a character required to be disclosed in the Registration Statement and the Prospectuses that has not been properly disclosed therein; and to such counsel's knowledge, there is no contract or document concerning the Company or any of its subsidiaries of a character required to be described in the Registration Statement and the Prospectuses or to be filed as an exhibit to the Registration Statement, that is not so described or filed.

(vi) To such counsel's knowledge, no order directed to any Incorporated Document has been issued by the Commission and no challenge has been made by the Commission to the accuracy or adequacy of any such Incorporated Document.

(vii) The execution, delivery, and performance by the Company of the Underwriting Agreements and the consummation of the transactions contemplated thereby do not and will not when such performance is required pursuant to the terms hereof (A) conflict with or result in a breach of any of the terms and provisions of, or constitute a default (or an event that with notice or lapse of time, or both, would constitute a default) or require consent under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Company or any of its subsidiaries pursuant to the terms of any

agreement, instrument, franchise, license or permit known to such counsel to which the Company or any of its subsidiaries is a party or by which any of such corporations or their respective properties or assets are or may be bound and that is material to the Company and its subsidiaries taken as a whole (other than those conflicts, breaches and defaults as to which requisite waivers or consents have been obtained by the Company and those that, individually or in the aggregate, would not have a material adverse effect on the Company and its subsidiaries taken as a whole), (B) violate or conflict with any provision of the certificate of incorporation or by-laws or equivalent instruments of the Company or any of its subsidiaries that are organized under the laws of any state or other jurisdiction in the United States, or (C) to the best knowledge of such counsel, violate or conflict with any judgment, decree, order, statute, rule or regulation of any court or any public, governmental or regulatory agency or body having jurisdiction over the Company or any of its Material Domestic Subsidiaries or any of their respective properties or assets, except for those violations or conflicts that, singly or in the aggregate, would not have a material adverse effect on the Company and its subsidiaries taken as a whole. To the knowledge of such counsel, no consent, approval, authorization, order, registration, filing, qualification, license or permit of or with any court or any public, governmental, or regulatory agency or body having jurisdiction over the Company or any of its Material Domestic Subsidiaries or any of their respective properties or assets is required for the execution, delivery and performance of the Underwriting Agreements by the Company and the consummation of the transactions contemplated thereby, including, without limitation, the issuance, sale and delivery of the Shares, except for (1) such as may be required under state securities laws in connection with the purchase and distribution of the Shares by the Managers (as to which such counsel need express no opinion) and (2) such as have been made or obtained under the Act or the rules of the NYSE.

(viii) No consent of any party to any material contract, agreement, instrument, lease or license known to such counsel to which the Company or any subsidiary thereof is a party, or to which any of their respective properties or assets are subject, is required for the execution, delivery, or performance of this Agreement,

or the sale or delivery, or performance of this Agreement.

(ix) Insofar as statements in the Prospectuses purport to summarize the status of litigation or the provisions of laws, rules, regulations, orders, judgments, decrees, contracts, agreements, instruments, leases, or licenses, such statements are correct in all material respects and, to the best knowledge of such counsel, the statements accurately reflect the status of such litigation.

(x) The Company is not an "investment company" or a company "controlled" by an "investment company" as defined in the Investment Company Act.

(xi) To such counsel's knowledge, no person or entity has the right, by contract or otherwise, to require registration under the Act of shares of Common Stock or other securities of the Company solely because of the filing or effectiveness of the Registration Statement.

(xii) Such counsel has received no stop order suspending the effectiveness of the Registration Statement or any post-effective amendment thereto and to the best knowledge of such counsel, no proceedings therefore have been initiated or threatened by the Commission.

In addition, such counsel shall state that he has participated in conferences with officers and other representatives of the Company and its subsidiaries, representatives of the independent certified public accountants of the Company, representatives of the U.S. Underwriters and the Managers and Underwriters' Counsel at which the contents of the Registration Statement, the Prospectuses and any amendments thereof or supplements thereto and related matters were discussed and, although such counsel has not undertaken to investigate or verify independently, and does not assume any responsibility for, the accuracy, completeness or fairness of the statements contained in the Registration Statement or the Prospectuses or any amendments thereof or supplements thereto (except as to matters referred to in the last sentence of clause (ii) above), on the basis of the foregoing (relying as to materiality to a large extent upon the opinions of officers and other representatives of the Company) nothing has caused such counsel to believe that the Registration Statement at the time it became effective (or any post-effective

amendment thereof as of the date of such amendment) contained an untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein not misleading or that the Prospectuses as of the date thereof and as of the date of such opinion contained an untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading (it being understood that such counsel need express no view with respect to the financial statements and schedules and other financial, accounting and statistical data included therein, or with respect to the exhibits to the Registration Statement or with respect to any information furnished by or on behalf of the U.S. Underwriters or the Managers for use in the Registration Statement).

In rendering such opinion, such counsel may rely (A) as to matters involving the application of laws other than the laws of the United States, the Commonwealth of Pennsylvania and Delaware corporate law, to the extent such counsel deems proper and to the extent specified in such opinion, if at all, upon an opinion or opinions (in form and substance reasonably satisfactory to Underwriters' Counsel) of other counsel reasonably acceptable to Underwriters' Counsel, familiar with the applicable laws; and (B) as to matters of fact, to the extent they deem proper, on certificates of responsible officers of the Company and certificates or other written statements of officers of departments of various jurisdictions having custody of documents respecting the corporate existence or good standing of the Company and its subsidiaries. The opinion of counsel for the Company shall state that the opinion of any such other counsel is in form and substance satisfactory to such counsel and, in his opinion, he and you are justified in relying thereon.

(c) On the Closing Date (and, with respect to the Additional Shares, the Additional Closing Date), you shall have received the opinion of Kramer, Levin, Naftalis, Nessen, Kamin & Frankel, special counsel for the Company, dated the date of its delivery, addressed to the U.S. Underwriters and the Managers and in form and scope satisfactory to Underwriters' Counsel, to the effect that:

(i) The Registration Statement and Prospectuses (other than the financial statements and schedules and other financial and statistical data included or incorporated by reference therein, as to which no opinion need be expressed) comply as to form in all

material respects with the requirements of the Act and the Regulations. The Incorporated Documents (other than the financial statements and schedules and other financial and statistical data included or incorporated by reference therein, as to which no opinion need be expressed) complied as to form in all material respects with the Exchange Act and the rules and regulations of the Commission thereunder as of the respective dates filed with the Commission; and

(ii) The Registration Statement has become effective under the Act, and such counsel is not aware of any stop order suspending the effectiveness of the Registration Statement and to the knowledge of such counsel no proceedings therefor have been initiated or threatened by the Commission.

In addition, you shall have received the opinion of such counsel to the effect set forth in clauses (ii) (other than the second sentence thereof), (iv), (v) and (vii) of Section 8(b) hereof. You also shall have received a statement from such counsel to the effect of the penultimate paragraph of Section 8(b) hereof. In rendering such opinion, such counsel may state that their opinion is limited to matters of Federal, Delaware corporate and New York law and such counsel may rely as to matters of fact, to the extent they deem proper, on certificates of responsible officers of the Company and upon certificates of public officials.

(d) On the Closing Date (and, with respect to the Additional Shares, the Additional Closing Date), you shall have received (i) the favorable opinion of Melissa Palmer as to the French subsidiaries of the Company listed in Schedule II hereto, (ii) the favorable opinion of Peltzer & Riesenkampff as to the German subsidiaries of the Company listed in Schedule II hereto, (iii) the favorable opinion of Israel Baron as to the Israeli subsidiaries of the Company listed in Schedule II hereto, and (iv) the favorable opinion of _____ as to the English subsidiary of the Company listed in Schedule II hereto, each dated the date of its delivery, addressed to the U.S. Underwriters and the Managers and in form and scope satisfactory to Underwriters' Counsel, in each case as to the absence of any pending or threatened litigation that might result in a judgment or decree having a material adverse effect on the condition (financial or other), earnings business or properties of each subsidiary that is the subject of the opinion (collectively, the "Subject Subsidiaries"), the due incorporation and continuing existence in good standing under the laws of its jurisdiction of incorporation of each

such Subject Subsidiary, the due qualification in and continuing good standing of each such Subject Subsidiary under the laws of each foreign jurisdiction in which it owns or leases material properties or conducts material business and where such qualification is required by law, the due authorization and valid issuance of the outstanding capital stock of each such Subject Subsidiary and the ownership thereof directly or indirectly by the Company free and clear of any liens, claims, security interests, except for security interests in favor of certain named banks as disclosed in the Registration Statement, the absence (to such counsel's knowledge) of any outstanding options, warrants or other rights to acquire, by purchase, exchange or conversion, shares of the capital stock of each such Subject Subsidiary and the absence (to such counsel's knowledge) of any violation, breach or default on the part of each such Subject Subsidiary of or under any agreement, lease or license that is material to the Company and its subsidiaries taken as a whole.

(e) At the Closing Date (and, with respect to the Additional Shares, the Additional Closing Date), you shall have received a certificate of the Chief Financial Officer of the Company, dated the date of its delivery, to the effect that the conditions set forth in subsection (a) of this Section 8 have been satisfied, that as of the date of such certificate the representations and warranties of the Company set forth in Section 3 hereof are accurate and the obligations of the Company to be performed hereunder on or prior thereto have been duly performed.

(f) At the time this Agreement is executed and at the Closing Date (and, with respect to the Additional Shares, the Additional Closing Date), you shall have received a letter, from Ernst & Young, dated the date of its delivery, addressed to the U.S. Underwriters and the Managers and in form and substance reasonably satisfactory to you, to the effect that: (i) they are independent public accountants with respect to the Company within the meaning of the Act and the Regulations and stating that the answer to Item 10 of the Registration Statement is correct insofar as it relates to them; (ii) in their opinion, the financial statements and schedules of the Company included or incorporated by reference in the Registration Statement and the Prospectuses and covered by their opinion incorporated by reference therein comply as to form in all material respects with the applicable accounting requirements of the Act and the Exchange Act and the applicable published rules and regulations of the Commission thereunder; (iii) on the basis of procedures (but not an examination made in

accordance with generally accepted auditing standards) consisting of a reading of the latest available unaudited interim consolidated financial statements of the Company and its subsidiaries, a reading of the minutes of meetings and consents of the shareholders and boards of directors of the Company and its subsidiaries and the committees of such boards subsequent to December 31, 1993, inquiries of officers and other employees of the Company and its subsidiaries who have responsibility for financial and accounting matters of the Company and its subsidiaries with respect to transactions and events subsequent to December 31, 1993, reading the unaudited consolidated condensed financial statements of the Company and its subsidiaries for the three months ended March 31, 1994 and 1993, respectively, and other specified procedures and inquiries to a date not more than six days prior to the date of such letter, nothing has come to their attention that would cause them to believe that: (A) the unaudited pro forma condensed consolidated financial statements contained in the Registration Statement and the Prospectuses do not comply as to form in all material respects with the applicable accounting requirements of the Act and the Regulations or the pro forma adjustments have not been properly applied to the historical amounts in the compilation of those statements, (B) the unaudited historical consolidated condensed financial statements of the Company and its subsidiaries included or incorporated by reference in the Registration Statement and the Prospectuses do not comply as to form in all material respects with the applicable accounting requirements of the Act, the Exchange Act and the regulations or that such unaudited condensed consolidated financial statements are not presented in conformity with generally accepted accounting principles applied on a basis substantially consistent with that of the audited consolidated financial statements of the Company and its subsidiaries included or incorporated by reference in the Registration Statement and the Prospectuses, (C) with respect to the period subsequent to March 31, 1994 there were, as of the date of the most recent available monthly consolidated financial statements of the Company and its subsidiaries, if any, and as of a specified date not more than six days prior to the date of such letter, any changes in the capital stock or long-term indebtedness of the Company or any decrease in stockholders' equity of the Company, in each case as compared with the amounts shown in the most recent balance sheet included or incorporated by reference in the Registration Statement and the Prospectuses, except for changes or decreases that the Registration Statement and the Prospectuses disclose have occurred or may occur; or (D) that during the period from

March 31, 1994 to the date of the most recent available monthly consolidated financial statements of the Company and its subsidiaries, if any, and to a specified date not more than six days prior to the date of such letter, there was any decrease, as compared with the corresponding period in the prior fiscal year, in total revenues, or total or per share net income, except for decreases that the Prospectuses disclose have occurred or may occur; and (iv) stating that they have compared specific numbers of shares, percentages of revenues and earnings, and other financial information pertaining to the Company and its subsidiaries set forth in the Prospectuses, which have been specified by you prior to the date of this Agreement, to the extent that such numbers, percentages, and information may be derived from the general accounting and financial records of the Company and its subsidiaries or from schedules furnished by the Company, and excluding any questions requiring an interpretation by legal counsel, with the results obtained from the application of specified readings, inquiries, and other appropriate procedures specified by you (which procedures do not constitute an examination in accordance with generally accepted auditing standards) set forth in such letter, and found them to be in agreement.

(g) At the time this Agreement is executed and at the Closing Date (and, with respect to the Additional Shares, the Additional Closing Date), you shall have received a letter from KPMG Peat Marwick, independent public accountants for Vitramon, dated the date of its delivery, addressed to the U.S. Underwriters and the Managers and in form and substance reasonably satisfactory to you, to the effect that: (i) they are independent public accountants with respect to Vitramon within the meaning of the Act and the Regulations and stating that the answer to Item 10 of the Registration Statement is correct insofar as it relates to them; (ii) in their opinion, the financial statements and schedules of Vitramon included in the Registration Statement and the Prospectuses and covered by their opinion incorporated by reference therein comply as to form in all material respects with the applicable accounting requirements of the Act and the Exchange Act and the applicable published rules and regulations of the Commission thereunder; (iii) on the basis of procedures (but not an examination made in accordance with generally accepted auditing standards) consisting of a reading of the latest available unaudited interim financial statements of Vitramon, a reading of the minutes of meetings and consents of the members and board of directors of Vitramon and any committees of such board subsequent to December 31, 1993, inquiries of officers and other employees of Vitramon who

had responsibility for financial and accounting matters of Vitramon with respect to transactions and events subsequent to December 31, 1993, reading the unaudited financial statements of Vitramon for the three months ended March 31, 1994, and other specified procedures and inquiries to a date not more than six days prior to the date of such letter, nothing has come to their attention that would cause them to believe that: (A) the unaudited financial statements of Vitramon contained in the Registration Statement and the Prospectuses do not comply as to form in all material respects with US GAAP or (B) that such unaudited financial statements are not presented in conformity with generally accepted accounting principles applied on a basis substantially consistent with that of the audited financial statements of Vitramon included in the Registration Statement and the Prospectuses; and (iv) stating that they have compared specific numbers of shares, percentages of revenues and earnings, and other financial information pertaining to Vitramon set forth in the Prospectuses, which have been specified by you prior to the date of this Agreement, to the extent that such numbers, percentages, and information may be derived from the general accounting and financial records subsidiaries and of Vitramon or from schedules furnished by Vitramon, and excluding any questions requiring an interpretation by legal counsel, with the results obtained from the application of specified readings, inquiries, and other appropriate procedures specified by you (which procedures do not constitute an examination in accordance with generally accepted auditing standards) set forth in such letter, and found them to be in agreement.

(h) All proceedings taken in connection with the sale of the Shares as contemplated by the Underwriting Agreements shall be reasonably satisfactory in form and substance to you and to Underwriters' Counsel, and you shall have received from Underwriters' Counsel an opinion, dated as of the Closing Date and addressed to the U.S. Underwriters and the Managers, with respect to the sale of the Firm Shares, and dated as of the Additional Closing Date with respect to the sale of the Additional Shares, as to such matters as you reasonably may require, and the Company shall have furnished to Underwriters' Counsel such documents as Underwriters' Counsel may request for the purpose of enabling Underwriters' Counsel to pass upon such matters.

(i) The NASD, upon review of the terms of the underwriting arrangements for the public offering of the Shares, shall have raised no objections thereto.

(j) The Shares shall have been approved for listing on the NYSE, subject to official notice of issuance.

(k) At the time this Agreement is executed, the Company shall have furnished to you the letter referred to in Section 6(f), in form and substance satisfactory to Underwriters' Counsel.

(l) Prior to the Closing Date and the Additional Closing Date, the Company shall have furnished to you such further information, certificates and documents as you may reasonably request.

(m) The closing of the purchase of the U.S. Shares pursuant to the U.S. Underwriting Agreement shall occur concurrently with (x) the closing described in Section 4(a)(iii) hereof, in the case of the Firm Shares, and (y) the closing described in Section 4(b)(ii) hereof, in the case of the Additional Shares.

If any of the conditions specified in this Section 8 shall not have been fulfilled when and as required by this Agreement, or if any of the certificates, opinions, written statements, or letters furnished to you or to Underwriters' Counsel pursuant to this Section 8 shall not be in all material respects reasonably satisfactory in form and substance to you and to Underwriters' Counsel, all obligations of the Managers hereunder not theretofore discharged may be canceled by you at, or at any time prior to, the Closing Date and with respect to the Additional International Shares, the Additional Closing Date. Notice of such cancellation shall be given to the Company in writing, or by telephone, telex or telegraph, confirmed in writing.

9. INDEMNIFICATION.

(a) The Company agrees to indemnify and hold harmless each Manager and each person, if any, who controls any Manager within the meaning of Section 15 of the Act or Section 20(a) of the Exchange Act, against any and all losses, liabilities, claims, damages and expenses whatsoever (including but not limited to attorneys' fees and any and all expenses reasonably incurred in investigating, preparing or defending against any litigation, commenced or threatened, or any claim whatsoever, and any and all amounts paid in settlement of any claim or litigation), joint or several, to which they or any of them may become subject under the Act, the Exchange Act or otherwise, insofar as such losses, liabilities, claims, damages or expenses (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of a material

fact contained in the Registration Statement or the International Prospectus or any International Preliminary Prospectus, or in any supplement thereto or amendment thereof, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein (in the case of the International Prospectus, in light of the circumstances under which they were made) not misleading; provided, however, that the Company shall not be liable under this subsection 9(a) to any Manager in any such case to the extent but only to the extent that any such loss, liability, claim, damage or expense arises out of or is based upon any such untrue statement or alleged untrue statement or omission or alleged omission made in reliance upon and in conformity with written information furnished to the Company by or on your behalf with respect to the Managers; and provided further, that with respect to any International Preliminary Prospectus, such indemnity shall not inure to the benefit of any Manager (or the benefit of any person controlling such Manager) if the person asserting any such losses, liabilities, claims, damages or expenses purchased the Shares that are the subject thereof from such Manager and if such person was not sent or given a copy of the International Prospectus, excluding documents incorporated therein by reference, at or prior to confirmation of the sale of such Shares to such person in any case where such sending or giving is required by the Act and the untrue statement or omission of a material fact contained in such International Preliminary Prospectus was corrected in the International Prospectus. This indemnity agreement will be in addition to any liability that the Company may otherwise have, including under this Agreement.

(b) Each Manager, severally and not jointly, agrees to indemnify and hold harmless the Company, each of the directors of the Company, each of the officers of the Company who shall have signed the Registration Statement, and each other person, if any, who controls the Company within the meaning of Section 15 of the Act or Section 20(a) of the Exchange Act, against any losses, liabilities, claims, damages and expenses whatsoever (including but not limited to attorneys' fees and any and all expenses reasonably incurred in investigating, preparing or defending against any litigation, commenced or threatened, or any claim whatsoever, and any and all amounts paid in settlement of any claim or litigation), joint or several, to which they or any of them may become subject under the Act, the Exchange Act or otherwise, insofar as such losses, liabilities, claims, damages or expenses (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement or the International Prospectus or any International Preliminary Prospectus, or in any amendment thereof or supplement thereto, or

arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein (in the case of the International Prospectus, in light of the circumstances under which they were made) not misleading, in each case to the extent, but only to the extent, that any such loss, liability, claim, damage or expense arises out of or is based upon any such untrue statement or alleged untrue statement or omission or alleged omission made in reliance upon and in conformity with written information furnished to the Company by or on your behalf with respect to such Manager expressly for use in the Registration Statement or International Prospectus; provided, --------

however, that in no case shall such Manager be liable or responsible -------

for any amount in excess of the aggregate public offering price of the International Shares underwritten by it and distributed to the public. This indemnity will be in addition to any liability that the Manager may otherwise have including under this Agreement. The Company acknowledges that the statements set forth in the last paragraph of the cover page and in the [first five paragraphs] under the caption "Underwriting" in the International Prospectus constitute the only information furnished in writing by or on behalf of any Manager expressly for use in the Registration Statement, any related International Preliminary Prospectus and the International Prospectus.

(c) Promptly after receipt by an indemnified party under subsection (a) or (b) above of notice of the assertion of any claim, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subsection, notify each party against whom indemnification is to be sought in writing of the commencement thereof (but the failure so to notify an indemnifying party shall not relieve it from any liability that it may have under this Section 9 except to the extent that it has been prejudiced in any material respect by such failure or from any liability that it may have otherwise). In case any such action is brought against any indemnified party, and it notifies an indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein, and to the extent it may elect by written notice delivered to the indemnified party promptly after receiving the aforesaid notice from such indemnified party, to assume the defense thereof with counsel satisfactory to such indemnified party. Notwithstanding the foregoing, the indemnified party or parties shall have the right to employ its or their own counsel in any such case, but the fees and expenses of such counsel shall be at the expense of such indemnified party or parties unless (i) the employment of such counsel shall have been authorized in writing by one of the indemnifying parties in connection with the defense of such action, (ii) the indemnifying parties shall not have employed counsel to take charge of the defense of such

action within a reasonable time after notice of commencement of the action, or (iii) such indemnified party or parties shall have reasonably concluded that there may be defenses available to it or them that are different from or additional to those available to one or all of the indemnifying parties (in which case the indemnifying parties shall not have the right to direct the defense of such action on behalf of the indemnified party or parties with respect to such different defenses), in any of which events such fees and expenses shall be borne by the indemnifying parties. The indemnifying party under subsection (a) or (b) above shall only be liable for the legal expenses of one counsel for all indemnified parties in each jurisdiction in which any claim or action is brought; provided, --------

however, that the indemnifying party shall be liable for separate -------

counsel for any indemnified party in a jurisdiction, if counsel to the indemnified parties shall have reasonably concluded that there may be defenses available to such indemnified party that are different from or additional to those available to one or more of the other indemnified parties and that separate counsel for such indemnified party is prudent under the circumstances. Anything in this subsection to the contrary notwithstanding, an indemnifying party shall not be liable for any settlement of any claim or action effected without its written consent; provided, however, that such written consent was not -------- -------

unreasonably withheld.

10. CONTRIBUTION. In order to provide for contribution in circumstances in which the indemnification provided for in Section 9(a) hereof is for any reason held to be unavailable from the Company or is insufficient to hold harmless a party indemnified thereunder, the Company and the Managers shall contribute to the aggregate losses, claims, damages, liabilities and expenses of the nature contemplated by such indemnification provisions (including any investigation, legal and other expenses reasonably incurred in connection with, and any amount paid in settlement of, any action, suit or proceeding or any claims asserted, but after deducting in the case of losses, claims, damages, liabilities and expenses suffered by the Company, any contribution received by the Company from persons, other than one or more of the Managers, who may also be liable for contribution, including persons who control the Company within the meaning of Section 15 of the Act or Section 20(a) of the Exchange Act, officers of the Company who signed the Registration Statement and directors of the Company) to which the Company and one or more of the Managers may be subject, in such proportions as are appropriate to reflect the relative benefits received by the Company, on the one hand, and the Managers, on the other hand, from the offering of the International Shares or, if such allocation is not permitted by applicable law or indemnification is not available as a result of the indemnifying party not having received notice as provided in Section 9 hereof,

in such proportion as is appropriate to reflect not only the relative benefits referred to above but also the relative fault of the Company, on the one hand, and the Managers, on the other hand, in connection with the statements or omissions that resulted in such losses, claims, damages, liabilities or expenses, as well as any other relevant equitable considerations. The relative benefits received by the Company, on the one hand, and the Managers, on the other hand, shall be deemed to be in the same proportion as (x) the total proceeds from the offering (net of underwriting discounts and commissions but before deducting expenses) received by the Company and (y) the underwriting discounts received by the Managers, respectively, in each case as set forth in the table on the cover page of the International Prospectus. The relative fault of the Company, on the one hand, and of the Managers, on the other hand, shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company on the one hand or the Managers on the other hand and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Company and the Managers agree that it would not be just and equitable if contribution pursuant to this Section 10 were determined by pro rata allocation or by any other method of allocation that does not take account of the equitable considerations referred to above. Notwithstanding the provisions of this Section 10, (i) in no case shall any Manager be required to contribute any amount in excess of the amount by which the aggregate public offering price of the International Shares underwritten by it and distributed to the public exceeds the amount of any damages that such Manager has otherwise been required to pay by reason of such untrue or alleged untrue statement or such omission or alleged omission and (ii) no person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. For purposes of this Section 10, each person, if any, who controls any Manager within the meaning of Section 15 of the Act or Section 20(a) of the Exchange Act shall have the same rights to contribution as such Manager and each person, if any, who controls the Company within the meaning of Section 15 of the Act or Section 20(a) of the Exchange Act, each officer of the Company who shall have signed the Registration Statement and each director of the Company shall have the same rights to contribution as the Company, subject in each case to clauses (i) and (ii) of this Section 10. Any party entitled to contribution shall, promptly after receipt of notice of commencement of any action, suit or proceeding against such party in respect of which a claim for contribution may be made against another party or parties under this Section 10, notify such party or parties from

whom contribution may be sought, but the omission to so notify such party or parties shall not relieve the party or parties from whom contribution may be sought from any obligation it or they may have under this Section 10 or otherwise. No party shall be liable for contribution with respect to any action or claim settled without its written consent; provided, however, that such written consent was not unreasonably withheld.

11. SURVIVAL OF REPRESENTATIONS AND AGREEMENTS. All representations and warranties, covenants and agreements of the Managers and the Company contained in this Agreement, including without limitation the agreements contained in Sections 6 and 7, the indemnity agreements contained in Section 9 and the contribution agreements contained in Section 10, shall remain operative and in full force and effect regardless of any investigation made by or on behalf of the Managers or any controlling person of any Manager or by or on behalf of the Company, any of its officers and directors, and shall survive delivery of the International Shares to and payment for the International Shares by the Managers. The representations contained in Section 3 and the agreements contained in Sections 6, 7, 9, 10 and 13(d) hereof shall survive the termination of this Agreement including pursuant to Section 13 hereof.

12. DEFAULT BY A MANAGER.

(a) If any Manager or Managers shall default in its or their obligation to purchase Firm International Shares or Additional International Shares hereunder, and if the Firm International Shares or Additional International Shares with respect to which such default relates do not (after giving effect to arrangements, if any, made pursuant to subsection (b) below) exceed in the aggregate 10% of the number of shares of Firm International Shares or Additional International Shares, as the case may be, that all Managers have agreed to purchase hereunder, then such Firm International Shares or Additional International Shares to which the default relates shall be purchased by the non-defaulting Managers in proportion to the respective proportions that the numbers of Firm International Shares set forth opposite their respective names in Schedule I hereto bear to the aggregate number of Firm International Shares set forth opposite the names of the non-defaulting Managers.

(b) If such default relates to more than 10% of the Firm International Shares or Additional International Shares, as the case may be, you may, in your discretion, arrange for another party or parties (including any non-defaulting Manager or Managers who so agree) to purchase such Firm International Shares or Additional International Shares, as the case may be, to which such default relates on the terms contained herein. If within

five (5) calendar days after such a default you do not arrange for the purchase of the Firm International Shares or Additional International Shares, as the case may be, to which such default relates as provided in this Section 12, this Agreement (or, in the case of a default with respect to the Additional International Shares, the obligations of the Managers to purchase and of the Company to sell the Additional International Shares) shall thereupon terminate, without liability on the part of the Company with respect thereto (except in each case as provided in Sections 7, 9(a) and 10 hereof) or the several non-defaulting Managers (except as provided in Sections 9(b) and 10 hereof), but nothing in this Agreement shall relieve a defaulting Manager or Managers of its or their liability, if any, to the other several Managers and the Company for damages occasioned by its or their default hereunder.

(c) If the Firm International Shares or Additional International Shares to which the default relates are to be purchased by the non-defaulting Managers, or are to be purchased by another party or parties as aforesaid, you or the Company shall have the right to postpone the Closing Date or Additional Closing Date, as the case may be, for a period not exceeding five (5) business days, in order to effect whatever changes may thereby be made necessary in the Registration Statement or the International Prospectus or in any other documents and arrangements, and the Company agrees to file promptly any amendment or supplement to the Registration Statement or the International Prospectus that, in the opinion of Underwriters' Counsel, may thereby be made necessary or advisable. The term "Manager" as used in this Agreement shall include any party substituted under this Section 12 with like effect as if it had originally been a party to this Agreement with respect to such Firm International Shares and Additional International Shares.

13. EFFECTIVE DATE OF AGREEMENT; TERMINATION.

(a) This Agreement shall become effective when you and the Company shall have received notification of the effectiveness of the Registration Statement. Until this Agreement becomes effective as aforesaid, and in addition to the termination provisions of Section 4(a)(ii), this Agreement may be terminated by the Company by notifying you or by you by notifying the Company without any liability of any party to any party hereunder. Notwithstanding the foregoing, the provisions of this Section 13 and of Sections 7, 9, 10 and 11 hereof shall at all times be in full force and effect.

(b) This Agreement and the obligations of the Managers hereunder may be terminated by you by written notice to the Company at any time at or prior to the Closing Date (and, with

respect to the Additional International Shares, the Additional Closing Date), without liability (other than with respect to Sections 9 and 10) on the part of any Manager to the Company if, on or prior to such date, (i) the Company shall have failed, refused or been unable to perform in any material respect any agreement on its part to be performed hereunder, (ii) any other condition to the obligations of the Managers set forth in Section 8 hereof is not fulfilled when and as required in any material respect, (iii) trading in securities generally on the NYSE or the American Stock Exchange or in the over-the-counter market shall have been suspended or materially limited, or minimum prices shall have been established on either exchange or such market by the Commission, or by either exchange or other regulatory body or governmental authority having jurisdiction, (iv) a general banking moratorium shall have been declared by Federal or New York State authorities, (v) there shall have occurred any outbreak or escalation of armed hostilities involving the United States on or after the date hereof, or if there has been a declaration by the United States of a national emergency or war, the effect of which shall be, in your judgment, to make it inadvisable or impracticable to proceed with the sale and delivery of the International Shares on the terms and in the manner contemplated in the International Prospectus, (vi) in your reasonable opinion any material adverse change shall have occurred since the respective dates as of which information is given in the Registration Statement or the Prospectuses in the condition (financial or other) of the Company and its subsidiaries taken as a whole, whether or not arising in the ordinary course of business other than as set forth in the Prospectuses or contemplated thereby, or (vii) there shall have occurred such a material adverse change in the financial markets in the United States such as, in your judgment, makes it inadvisable or impracticable to proceed with the sale and delivery of the International Shares on the terms and in the manner contemplated in the International Prospectus. Your right to terminate this Agreement will not be waived or otherwise relinquished by their failure to give notice of termination prior to the time that the event giving rise to the right to terminate shall have ceased to exist, provided that notice is given prior to the Closing Date (and, with respect to the Additional International Shares, the Additional Closing Date).

(c) Any notice of termination pursuant to this Section 13 shall be by telephone, telex, telephonic facsimile, or telegraph, confirmed in writing by letter.

(d) If this Agreement shall be terminated pursuant to any of the provisions hereof (otherwise than pursuant to notification by you, as provided in subsection 13(a) or 13(b) hereof), or if the sale of the International Shares provided for

herein is not consummated because any condition to the obligations of the Managers set forth herein is not satisfied or because of any refusal, inability or failure on the part of the Company to perform any agreement herein or to comply with any provision hereof, the Company agrees, subject to demand by you, to reimburse the Managers for all reasonable out-of-pocket expenses (including the reasonable fees and expenses of Underwriters' Counsel), incurred by the Managers in connection herewith.

14. NOTICES. All communications hereunder, except as may be otherwise specifically provided herein, shall be in writing and, if sent to any one or more of the Managers, shall be mailed, delivered, or telexed or telegraphed or faxed and confirmed in writing, to Bear, Stearns International Limited, One Canada Square, London E14 5AD, England, Attention: Corporate Finance Department (Fax No. _____); if sent to the Company, shall be mailed, delivered, or telegraphed or faxed and confirmed in writing, to the Company, 63 Lincoln Highway, Malvern, Pennsylvania 19355, Attention: Chief Financial Officer, (Fax No. (215) 296-0657).

15. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one instrument.

16. PARTIES. The Company shall be entitled to act and rely upon any request, notice, consent, waiver or agreement purportedly given by the Managers or you when the same shall have been given and signed by Bear, Stearns. This Agreement shall inure solely to the benefit of, and shall be binding upon, each of the Managers and the Company and the controlling persons, directors, officers, employees and agents referred to in Sections 9 and 10, and their respective successors and assigns, and no other person shall have or be construed to have any legal or equitable right, remedy or claim under or in respect of or by virtue of this Agreement or any provision herein contained. The term "successors and assigns" shall not include a purchaser, in its capacity as such, of International Shares from the Managers.

17. CONSTRUCTION. This Agreement shall be construed in accordance with the internal laws of the State of New York.

If the foregoing correctly sets forth the complete agreement between the Managers, on the one hand, and the Company, on the other hand, please so indicate in the space provided below for that purpose, whereupon this letter shall constitute a binding agreement among us.

Very truly yours,

VISHAY INTERTECHNOLOGY, INC.

By:

Name:
Title:

Accepted as of the date first above written.

BEAR, STEARNS INTERNATIONAL LIMITED
Acting on its own behalf and as a representative of the several Managers named in Schedule I annexed hereto.

By:

Name:
Title:

DONALDSON, LUFKIN & JENRETTE
SECURITIES CORPORATION
Acting on its own behalf and as a representative of the several Managers named in Schedule I annexed hereto.

By:

Name:
Title:

LEHMAN BROTHERS INTERNATIONAL (EUROPE)
Acting on its own behalf and as a representative of the several Managers named in Schedule I annexed hereto.

By:

Name:
Title:

MERRILL LYNCH INTERNATIONAL LIMITED
Acting on its own behalf and as a
representative of the several Managers named
in Schedule I annexed hereto.

By:

Name:
Title:

SALOMON BROTHERS INTERNATIONAL LIMITED
Acting on its own behalf and as a
representative of the several Managers named
in Schedule I annexed hereto.

By:

Name:
Title:

SCHEDULE I

Name of Manager	Number of Firm International Shares to be Purchased
Bear, Stearns International Limited	
Donaldson, Lufkin & Jenrette Securities Corporation	
Lehman Brothers International (Europe)	
Merrill Lynch International Limited	
Salomon Brothers International Limited	
TOTAL	550,000

SCHEDULE II

MATERIAL SUBSIDIARIES

NAME	JURISDICTION OF INCORPORATION
Dale Holdings, Inc.	Delaware
Dale Electronics, Inc.	Delaware
Measurements Group, Inc.	Delaware
Vishay Sprague Holdings Corp.	Delaware
E-Sil Components Ltd.	United Kingdom
Draloric Electronic GmbH	Germany
Vishay Beteiliguns GmbH	Germany
Roederstein GmbH	Germany
Nicolitch S.A.	France
Sfernice S.A.	France
Vishay Israel Limited	Israel
Dale Israel Limited	Israel
Draloric Israel Limited	Israel

SCHEDULE III

COMPANY SUBSIDIARIES

Name	Jurisdiction	Percent of Ownership
Nippon Vishay, K.K.	Japan	100%
Vishay F.S.C., Inc.	U.S. Virgin Islands	100%
Vishay Holdings, Inc.	Delaware	100%
Roederstein Electronics, Inc.	Delaware	100%
Measurements Group, Inc.	Delaware	100%
Vishay MicroMeasures SA	France	100%
Measurements Group GmbH	Germany	100%
Grupo Da Medidas Iberica S.L.	Spain	100%
Vishay Israel Limited	Israel	90%
Z.T.R. Electronics Ltd.	Israel	100%
Vishay International Trade Ltd.	Israel	100%
Vishay Israel North Ltd.	_____	_____
Dale Israel Electronics Industries Ltd.	Israel	100%
Draloric Israel Ltd.	Israel	100%
V.I.E.C. Ltd.	Israel	100%
Vilna Equities Holding, B.V.	Netherlands	100%
Visra Electronics Financing B.V.	Netherlands	100%
Measurements Group (U.K.) Ltd.	U.K.	100%
Vishay Beteiliguns GmbH	Germany	79.90% by Vishay Israel 7.56% by Vishay 9.01% by Vilna 3.53% by Dale
Roederstein GmbH	Germany	100%
Roederstein-Produktionsgesellschaft	Germany	100%
Roederstein Electronics Portugal Lda.	Portugal	95%
Roederstein Bauelemente Vartrieb GmbH	Germany	51%
Roederstein Bauelemente Vertrieb GmbH	Germany	75%
Roederstein Bauelemente Vertrieb GmbH	Germany	70%
Roederstein Bauelemente Vertrieb A.G.	Switzerland	100%
Roederstein Vertrieb elektronischer Bauelemente & Co.	Austria	70%
Roederstein Vertrieb elektronischer Bauelemente Ges. mbH	Austria	77.78%
Klevestav-Roederstein Festigheter AB	Sweden	50%
Djie Roederstein Electronische Onderdelen B.V.	Netherlands	40%
N.V. Roederstein Electronics Components S.A.	Belgium	48%
Fabrin-Roederstein A.S.	Denmark	40%

Name	Jurisdiction	Percent of Ownership
OY OKAB-Roederstein AB	Finland	44.4%
Roederstein Finland OY	Finland	40%
ROGIN Electronic S.A.	Spain	33%
Roederstein Norge AS	Norway	40%
Roederstein-Hilfe-GmbH	Germany	100%
Draloric Electronics GmbH	Germany	100%
Draloric Electronic SPOL S RO	Czechoslovakia	100%
Sfernice S.A.	France	99.8%
Vishay Composants Electroniques SARL	France	100%
Nicolitch S.A.	France	100%
Gravures Industrielles Mulhousiennes S.A.	France	100%
Sfernice Ltd.	U.K.	100%
Aztronic S.A.	France	100%
Ultronix, Inc.	Delaware	100%
Ohmtek, Inc.	New York	100%
Techno Components Corp.	Delaware	100%
E-Sil Components Ltd.	U.K.	100%
Vishay Components (U.K.) Ltd.	U.K.	100%
Grued, Corp.	Delaware	100%
Con-Gro, Inc.	Delaware	100%
Gro-Con, Inc.	Delaware	100%
Angstrohm Precision, Inc.	Delaware	100%
Alma Components Ltd.	Guernsey	100%
Vishay Resistor Products (U.K.) Ltd.	U.K.	100%
Heavybarter, Unlimited	U.K.	100%
Vishay-Mann Limited	U.K.	100%
Dale Holdings, Inc.	Delaware	100%
Dale Electronics, Inc.	Delaware	100%
Componentes Dale de Mexico S.A. de C.V.	Mexico	100%
Electronica Dale de Mexico S.A. de C.V.	Mexico	100%
Vishay Electronic Components Asia Pte., Ltd.	Singapore	100%
Nytron Inductors, Inc.	North Carolina	100%
Jeffers Electronics, Inc.	_____	____
Jefel de Mexico S.A. de C.V.	Mexico	100%
The Colber Corporation	New Jersey	100%
Dale Test Laboratories, Inc.	South Dakota	100%
Angstrohm Precision, Inc.	Maryland	100%
Bradford Electronics, Inc.	Delaware	100%
Vishay Sprague Holdings Corp.	Delaware	100%
Sprague North Adams, Inc.	Massachusetts	100%

Note: Names of Subsidiaries are indented under name of Parent

Name	Jurisdiction	Percent of Ownership
Sprague Sanford, Inc.	Maine	100%
Vishay Sprague, Inc.	Delaware	100%
Vishay Sprague Canada Holdings Inc.	Canada	100%
Sprague Electric of Canada Limited	Canada	100%
Sprague France S.A.	France	100%
Sprague Asia, Ltd.	_____	____
Sprague Palm Beach, Inc.	_____	____

Note: Names of Subsidiaries are indented under name of Parent

EXHIBIT A

550,000 Shares

VISHAY INTERTECHNOLOGY, INC.

Common Stock

FORM OF INTERNATIONAL PRICING AGREEMENT

_____

_____, 1994

Bear, Stearns International Limited
Donaldson, Lufkin & Jenrette
  Securities Corporation
Lehman Brothers International (Europe)
Merrill Lynch International Limited
Salomon Brothers International Limited
  as Representatives of the
  several Managers named
  in the International Underwriting Agreement
c/o Bear, Stearns International Limited

London, England

Ladies and Gentlemen:

Reference is made to the International Underwriting Agreement dated _____, 1994 (the "International Underwriting Agreement") among Vishay Intertechnology, Inc. (the "Company") and the several Managers named therein (the "Managers"), for whom Bear, Stearns International Limited, Donaldson, Lufkin & Jenrette Securities Corporation, Lehman Brothers International (Europe), Merrill Lynch International Limited and Salomon Brothers International Limited are acting as representatives. The International Underwriting Agreement provides for the purchase by the Managers from the Company, subject to the terms and conditions set forth therein, of an aggregate of 550,000 shares (the "Firm International Shares") of the Company's common stock, par value $.10 per share. This Agreement is the International Pricing Agreement referred to in the International Underwriting Agreement.

Pursuant to Section 4 of the International Underwriting Agreement, the Company agrees with each Manager as follows:

1. The public offering price per share for the Firm International Shares, determined as provided in said Section 4, shall be $_____.

2. The purchase price per share for the Firm International Shares to be paid by the several Managers shall be $_____, being an amount equal to the public offering price set forth above less $_____ per share.

The Company represents and warrants to each of the Managers that the representations and warranties of the Company set forth in Section 3 of the International Underwriting Agreement are accurate as though expressly made at and as of the date hereof.

This Agreement shall be governed by the laws of the State of New York.

If the foregoing is in accordance with our understanding of the International Underwriting Agreement, please sign and return to the Company a counterpart hereof, whereupon this instrument, along with all counterparts, will become a binding agreement among the Managers and the Company in accordance with its terms and the terms of the International Underwriting Agreement.

Very truly yours,

VISHAY INTERTECHNOLOGY, INC.

By:

Name:
Title:

Confirmed and accepted as of
the date first above written:

BEAR, STEARNS INTERNATIONAL LIMITED
DONALDSON, LUFKIN & JENRETTE
SECURITIES CORPORATION
LEHMAN BROTHERS INTERNATIONAL (EUROPE)
MERRIL LYNCH INTERNATIONAL LIMITED
SALOMON BROTHERS INTERNATIONAL LIMITED
Acting on their own behalf and as
representatives of the other Managers
named in the International Underwriting Agreement.

By: BEAR, STEARNS INTERNATIONAL LIMITED

By:

Name:
Title:

Exhibit 23.2

CONSENT OF INDEPENDENT ACCOUNTANTS

We consent to the reference to our firm under the caption "Experts" in the Registration Statement (Form S-3) and related Prospectus of Vishay Intertechnology, Inc. for the registration of 2,750,000 shares of its common stock and to the incorporation by reference therein of our report dated February 10, 1994 (except for Note 6, as to which the date is March 25, 1994), with respect to the consolidated financial statements and schedules of Vishay Intertechnology, Inc. included in its Annual Report (Form 10-K) for the year ended December 31, 1993, filed with the Securities and Exchange Commission.

ERNST & YOUNG

Philadelphia, Pennsylvania
July 14, 1994

Exhibit 23.3

ACCOUNTANTS' CONSENT

The Boards of Directors
Vitramon, Incorporated and Vitramon Limited (UK):

We consent to the use of our report incorporated herein by reference and to the reference to our firm under the heading "Experts" in the prospectus.

KPMG Peat Marwick

Short Hills, New Jersey
July 19, 1994