1. Acknowledgement of Order
1.1 Supplier shall either reject or confirm in writing ("Acknowledgement of Order") a purchase order of Infineon Technologies Asia Pacific Pte Ltd. Kallang Tower, Singapore 345882 ("Infineon") within the timeframe agreed with Infineon. If Infineon fails to receive from Supplier neither a confirmation nor a rejection within the time period set forth above, the purchase order shall be deemed received and accepted as if Infineon had confirmed in writing ("Deemed Acknowledgement of Order"). Infineon shall be entitled to cancel the purchase order within 5 (five) working days upon receipt of the purchase order by Supplier if Supplier fails to confirm or reject the purchase order or the purchase order is not issued in accordance with the Order and the Deemed Acknowledgement of Order. Deemed Acknowledgement of Order or Deemed Acknowledgement of Order shall constitute a final agreement by both parties to be bound by the terms and conditions set forth herein or referenced herein and attachment hereto ("Agreement").

1.2 If the Acknowledgement of Order differs from the purchase order, it shall be binding on Infineon or the Incoterm DDP is agreed, Infineon shall be responsible for the performance of the import duties.

2. License
2.1 Supplier shall deliver all Deliverables that it has the right to deliver, and shall be responsible for any customs duties or service fees when importing or exporting goods. In case of subcontracting, Infineon shall be entitled to demand the return of all such documents, which were used for the performance of the subcontracting process.

3. Time of Performance; Late Performance
3.1 Supplier shall show the value of goods separately from the value of the services performed or any customs duties or service fees when importing or exporting goods. In case the Incoterm identification is prohibited by law, Infineon and Supplier agree, that the Incoterm identification is prohibited by law.

4. Quality of Deliverables; Performance
4.1 Any change in the price, quantity or delivery schedule of the Deliverables, shall be notified to Infineon in writing. Any such change shall be subject to Infineon's prior written approval. If Infineon fails to respond within 10 (ten) days from the date of notification, then the supplier shall be entitled to terminate any agreement provisionally.

5. Export Control; Customs
5.1 Infineon has agreed to purchase orders being passed on to third parties, corresponding confidentiality obligations shall be imposed on such third parties in writing by Supplier.

6. Invoices
6.1 Invoices shall indicate the purchase order reference and the numbers of every single item. Invoices shall not be payable until this information is complete. Copies of invoices shall be submitted to Infineon.

7. Payment
7.1 Unless agreed otherwise, payment shall be effected within 60 (sixty) days net from receipt of invoice.

8. Inspection of Incoming Deliverables
8.1 Upon receipt of the Deliverables, Infineon shall without undue delay inspect all incoming Deliverables and check whether they correspond to the quantity and type ordered and whether there are any externally visible transport damage or other externally visible defects.

9. Warranty
9.1 The warranty period shall be 3 (three) years, unless the relevant laws and regulations provide for a shorter warranty period to take precedence over the warranty period pursuant to Section 4.1.

10. Legal Constraints
10.1 The supplier shall deliver all Deliverables that it has the right to deliver, and shall be responsible for any customs duties or service fees when importing or exporting goods. In case of subcontracting, Infineon shall be entitled to demand the return of all such documents, which were used for the performance of the subcontracting process.

11. Subcontracting to Third Parties
11.1 Supplier shall not subcontract to third parties without Infineon’s prior written consent. In case of subcontracting without Infineon’s prior written consent, Infineon shall be entitled to withdraw from all or part of the Agreement and to claim damages.

12. Material provided by Infineon
12.1 Material provided by Infineon shall remain the property of Infineon and shall be clearly marked and stored separately at no cost for Infineon. The material shall only be used for the purposes of the purchase order.

13. Tools, Patterns, Samples, Secrecy, etc.
13.1 Tools, patterns, samples, models, sections, drawings, standards, forms, documents and gauges etc. provided by Infineon to the supplier shall be provided to the supplier at the cost of Infineon.

14. General Conditions for Procurement of Goods
14.1 In the event that Infineon is using an electronic invoicing system. Supplier is obliged to use this infusion system for all invoices. In such a case, Infineon will inform Supplier about all requirements of electronic invoicing.

15. Special Right of Termination
15.1 In the event of the supplier, Infineon reserves the right to terminate the Agreement in full or in part or to withdraw from the Agreement in such a case Infineon shall be entitled to demand the return of all Deliverables, equipment and accessories which have already been provided by Supplier in order to continue the work, in return for appropriate payment.

16. Insurance
16.1 Supplier is obliged to ensure transit insurance according to the agreed risk transfer.

17. Liability for the Infringement of Intellectual Property Rights
17.1 Supplier guarantees that no intellectual property rights conflict with the use of the Deliverables provided in the Agreement.

18. Tools, Patterns, Samples, Secrecy, etc.
the purchase order within such time as specified on the face of the purchase order or, if none is stated, 30 (thirty) days, and if the parties cannot agree within a reasonable time upon the amount of fair compensation to Supplier for such termination:

i) Infineon will pay the price for all items reasonably completed in accordance with the purchase order and not previously paid for unless said item(s) is part of Supplier's standard commercial items; and

ii) Infineon will pay a fair and proper proportion of the price for items in process and for all materials acquired or contracted for within the time specified on the face of the purchase order for the purpose of fulfilling the purchase order which Supplier is unable to cancel, return or otherwise use in Supplier's operations.

Should Infineon so desire, cancellation charges shall be subject to Infineon's audit at Infineon's expense.

15.3 Infineon's ability to terminate the purchase order for cause shall be immediate and without prior written notice, in the event of any of the following:

i) a breach of any covenant, representation or warranty hereunder;

ii) in the event of (a) any change in the active management or ownership of Supplier or (b) the sale, transfer or other disposition of all or substantially all of the assets of Supplier or any affiliate, division or unit of Supplier, either of which Infineon, in its sole discretion, believes may have an adverse effect on Supplier's ability to fulfill its obligations under the purchase order; or

iii) any proceeding in bankruptcy, reorganization or arrangement for the appointment of a receiver or trustee to take possession of Supplier's assets or any other proceeding under any law for relief from creditors that is instituted by or against Supplier (and such proceeding is not dismissed within 60 (sixty) days from the filing date); or (b) Supplier shall make an assignment for the benefit of its creditors. In such a case Infineon shall be entitled to use available equipment or Deliverables and services which have already been provided by the Supplier in order to continue the work, in return for appropriate payment.

16. Compliance with Laws; Corporate Social Responsibility; Environmental Protection, Safety and Health (ESH); Audit

16.1 Supplier shall comply with all laws, rules and regulations applicable (including in the country of origin, country of receipt, country of shipment, and in the Infineon-identified country of destination provided) to the manufacture, sale and supply of the Deliverables or otherwise in performance of the Agreement, including without limitation laws, rules, and regulations regarding labor standards, safety and health, and protection of the environment. In addition, Supplier shall ensure that third parties according to Section 11 comply with these laws, rules, and regulations.

16.2 Furthermore, Supplier shall comply with the currently applicable version of the Supplier Code of Conduct of Infineon available through the following link: www.infineon.com/Procurement. Infineon will notify Supplier in written or electronic form (e.g. through a web tool) of any updated version of the Supplier Code of Conduct. Such notice shall be deemed to have been agreed by Supplier unless Supplier sends the objection to such update (including an explanation of such objection) in written or electronic form to Infineon within 15 (fifteen) working days upon its receipt. Supplier shall respect the principles of the UN Global Compact.

16.3 Supplier shall comply with the applicable ESH requirements and requirements regarding the employment of foreign personnel during the performance and fulfillment of the Agreement and at its cost be responsible for providing and securing any relevant permits or licenses required by applicable law.

16.4 In case that the Deliverables are classified as hazardous according to the latest version of the CLP regulation (EC) 1272/2008, Supplier shall be obliged to put the applicable labelling in place. Prior to the first delivery Supplier shall provide Infineon with a Material Safety Data Sheet (MSDS) according to the latest version of the REACH regulation (EC) 1907/2006. In case of any changes an updated MSDS that highlights the changes shall be provided to the relevant procurement department of Infineon by Supplier. On request, Supplier shall provide Infineon with any additional information necessary to guarantee appropriate ESH measures. Radioactive substances shall be declared in advance. Supplier shall comply with any legal requirements related to dangerous goods including the European Dangerous Goods Transport Regulation (ADR). In this respect, Supplier shall pay attention to the fact that labeling according to ADR can deviate from the hazardous substances labelling according to the latest version of the CLP regulation (EC) 1272/2008 and that the respective labels for dangerous goods are in place.

16.5 Infineon and/or any third party authorized by Infineon shall be entitled to conduct audits at Supplier's premises and production sites in order to verify Supplier's compliance with the requirements according to this Section 16.

16.6 In addition to Section 16.5 Supplier shall support any review, audit or investigation duly requested by the European Commission, European Court of Auditors and/or the European Anti-Fraud Office.

17. Declaration of Conformity (CE) and Radiation Safety

In case that the point of destination is located in a country within the European Union, Supplier shall ensure and warrants that the Deliverables, if they consist of component units, machines or equipment (or parts thereof) pursuant to the applicable laws and regulations, comply with the applicable CE requirements and are, if required, CE certified. Supplier shall provide a corresponding declaration of conformity to Infineon. In case any laws or regulations regarding to radiation safety requirements apply to the Deliverables, Supplier shall provide Infineon with the whole set of information necessary to obtain the respective radiation safety permits immediately after conclusion of the Agreement.

18. Indemnity

18.1 Supplier shall indemnify Infineon against any and all losses, damages, costs, claims, demands, expenses and liabilities whatsoever which Infineon may incur whether directly, or as a result of:

i) personal injury or death of any person or in respect of any loss or destruction or damage to property attributable to any defect in the Deliverables or services or Supplier's performance of its supply obligations; and/or

ii) any action, claim or demand of any third party by reason of any breach by Supplier of the Agreement or of any terms or obligations of any applicable law or regulation or contractual provision on the part of Supplier relevant to the purchase order or to the goods; and/or

iii) any breach by Supplier of applicable laws in the performance of the purchase order. In case any of the purchase order is required within Infineon's premises, Supplier shall not use or hire anyone in contravention of any applicable laws and regulations in force and shall comply with all safety and security directives of Infineon at all times.