1. Acknowledgement of Order
1.1 Supplier shall either reject or confirm in writing ("Acknowledgement of Order") a purchase order of Infineon Technologies Cegléd Kft. (hereinafter "Infineon") within 5 (five) working days from the date of the purchase order or such purchase order shall be deemed as accepted. If Supplier neither confirms nor rejects the purchase order within such time period, the purchase order shall be deemed as accepted, provided Supplier has neither confirmed nor rejected it within 5 (five) working days after receipt of the purchase order. If Supplier fails to confirm or reject the purchase order within said time period, the purchase order shall be deemed as accepted, provided Supplier has not confirmed or rejected the purchase order within 5 (five) working days after receipt of the purchase order. In either case, Supplier will be deemed to be in agreement to the terms and conditions set forth herein and on attachment hereto ("Agreement").

1.2 If the Acknowledgement of Order differs from the purchase order, it shall be binding on Infineon only if it is confirmed by Supplier in writing. Any general conditions of Supplier shall be binding on Infineon only if they are consistent with the Acknowledgement of Order and have been accepted in writing. The acceptance of purchase orders for goods or services of any nature ("Deliverables") or the making of payments shall not imply acceptance of any conditions.

2. Licenses
2.1 Deliverables consist of and/or comprise software, documentation and/or specifications, Supplier grants to Infineon and its affiliated companies a non-exclusive, transferable and non-transferable license to use, reproduce or modify the Deliverables, for the purpose of installing, using, operating, modifying, maintaining, testing, copying, using and distributing the Deliverables and to make, have made, use, offer to sell, sell, rent, lease, license, sublicense and have sublicensed, and have had sublicensed, the Deliverables to Infineon, its subsidiaries, and/or customers (both direct and indirect), provided the intended use of such Deliverables includes or is integrated in and/or in connection with Infineon hardware;

2.2 to its respective affiliates, distributors and/or customers (both direct and indirect), provided the intended use of such Deliverables includes or is integrated in and/or in connection with Infineon hardware;

2.3 to continue the work, in return for appropriate payment.

2.4 Each shipment shall contain packing slips and dispatch notes indicating contents, purchase order number and quantity.

2.5 Over-shipments are subject to prior written confirmation of Infineon.

3. Time of Performance; Late Performance
3.1 Any damages arising from delay or timely performance of Supplier's obligations shall be determined at the time of performance, with the delivery of the Deliverables or the performance of the services relevant to the time in which Supplier has not delivered or performed the Deliverables or services due to Supplier's conduct or acts of commission or omission, including, without limitation, identification of applicable export control classification numbers as well as customs declaration information, such as Incoterms, clear product descriptions, harmonized system codes, national codes of duties and taxes, the date of delivery, the actual date of shipment (in case of commodities), materials, equipment or the like. Supplier shall furnish with agreements, where applicable. Supplier shall further implement effective measures to comply with applicable anti-terrorism and trade regulations.

3.2 Supplier guarantees that no intellectual property rights conflict with the use of the Deliverables or in the Agreement or the supplies or, where the defects are first noticed during working or processing or first use, Infineon will be entitled to reject the Deliverables.
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, if 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 applicable version of the Supplier Code of Conduct. Such update 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 Requirements (ADR). In this respect, Supplier shall pay attention to the fact that labelling 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 or comprise 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 that 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. Applicable Law, Venue


18.2 The exclusive place of jurisdiction for all legal disputes arising out of or in connection with the Agreement shall be in the Hungarian courts having competence according to the rules of Act III of 1952 on the Code of Civil Procedure. However, nothing in the Agreement shall preclude either Party from seeking interim measures of protection in any court of competent jurisdiction.

19. Miscellaneous

19.1 Supplier may not assign the Agreement, transfer its obligations or assign its rights hereunder without the prior written consent of Infineon.

19.2 Supplier understands that Infineon relies on the uninterrupted availability of the Deliverables. Therefore, Supplier may only exercise any right of retention, if and to the extent:

i) its counterclaims are not disputed by Infineon or are finally awarded by a court of competent jurisdiction, and

ii) Supplier has notified such retention in writing at least 10 (ten) days in advance. Additionally, Supplier may exercise any rights or remedies it may have in connection with or as a result of any dispute with Infineon only in relation to such Deliverables which gives cause to any such dispute.

19.3 None of the rights and remedies granted to Infineon under the Agreement shall be exclusive and prevent Infineon from rights and remedies granted under the Agreement or governing law.

19.4 Supplier shall not make any public announcement, press release, industry trade magazines announcement or other form of communication to the press regarding the collaboration between Infineon and Supplier without Infineon's prior written consent.

19.5 The provisions of the Agreement may not be modified, amended, nor waived, except by a written instrument duly executed by the parties. The requirement of written form itself can only be waived by mutual written agreement.

19.6 The effectiveness of the Agreement shall not be impaired if any provision of the Agreement should be completely or partially invalid or unenforceable. In this case, the parties shall agree upon a provision that meets the economical intention of the invalid or unenforceable provision.

19.7 The Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all previous communications, discussions, understandings, agreements and negotiations between the parties with respect to such subject matter hereof.