1. Acknowledgement of Order

1.1 Supplier shall either reject or confirm in writing (“Acknowledgement of Order”) a purchase order of Infineon Technologies Dresden GmbH & Co. KG, Königstr. 180, 1099 Dresden, Germany (hereinafter “Infineon”) within five days after the date of receipt of such purchase order. If Infineon receives from Supplier neither a confirmation nor a rejection within the time period set forth above, the purchase order is deemed confirmed. In the event of such confirmed purchase order, Infineon shall be entitled to cancel such purchase order in accordance with Section 5.2 hereof. If Supplier receives from Infineon neither a confirmation nor a rejection within the said time period Infineon is free to decline this purchase order. In the Acknowledgement of Order or Deemed Acknowledgment of Order, Infineon shall be entitled to cancel the purchase order within five (5) working days upon receipt of the purchase order by Supplier if Supplier shall confirm or confirm in writing or orally do not confirm the said time period. Any further right of Infineon to reject or cancel the said purchase order under the Acknowledgement of Order or Deemed Acknowledgment of Order shall constitute a formal acceptance of the purchase order. The terms and conditions set forth herein and referenced herein on attachments hereto (“Agreement”).

1.2 If the Acknowledgement of Order differs from the purchase order, it shall be binding on Infineon only, as far as the extended terms and conditions of the Agreement are agreed. Any general conditions of Supplier shall be binding on Infineon only insofar as they are consistent with the terms and conditions of the Agreement. If the Acknowledgment is not written in a language accepted by Infineon, Supplier shall provide a translation of the same in writing. It is agreed that Supplier precludes or supplies services of any nature (“Deliverables”) or the making of payments shall not imply acceptance of any conditions.

2. Licenses

InfineonDeliverables consist of and/or comprise software, documentation and/or specifications. Supplier grants to Infineon and its affiliated companies pursuant to § 15 AInfG a non-exclusive, transferable and royalty-free license to use, copy and modify the Deliverables to use available equipment or Deliverables which have already been provided by Supplier in order to comply with applicable anti-terrorism and trade regulations. Supplier guarantees that no intellectual property rights conflict with the use of the Deliverables pursuant to Section 8.2 and 9.2, for these

3. Time of Performance; Late Performance

For an invoice of the Deliverables in time of supplies of or of Supplementary Performance pursuant to Section 9.2, the relevant point in time shall be the date of receipt at the point of destination as noted in the invoice, if no time of delivery is specified in the Agreement. For the performance of the services the relevant point in time shall be the date of acceptance by Infineon. Supplier shall not be entitled to deliver or perform the Deliverables before the agreed delivery or performance date, unless Infineon expressly agreed to such delivery or performance in writing.

3.2 If a delay in the Deliverables or a Supplementary Performance pursuant to Section 9.2 is expected to occur, Supplier shall immediately inform Infineon and ask Infineon to make a written declaration of acceptance of the delay. If Supplier fails to meet the agreed delivery or performance date for reasons which Supplier is not responsible for, Supplier shall inform Infineon in writing of the existence of such delay and the latest date within which Supplier expects performance. Furthermore, Supplier shall, at Infineon’s sole option and discretion, either correct such defects at his own expense, for a longer warranty period. The warranty period shall commence with the transfer of risk.

4. Delivery; Transfer of Risk; Shipment; Place of Performance

4.1 Any document of title (e.g. invoice, delivery note, bill of lading) related to the purchase order shall be marked with the purchase order reference.

4.2 the time of delivery will be determined by the date of receipt of the purchase order. Supplier shall pass onto Infineon upon time of acceptance by Infineon and to other suppliers at the time of acceptance by Infineon.

5. Payment

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 made available to Infineon.

6.2 In the event that Infineon is using an electronic invoicing system. Supplier is obliged to use this invoicing system for the presentation and for final settlement of all payment costs. In such a case, Infineon will inform Supplier about all requirements of electronic invoicing.

7. Inspection of incoming Deliverables

8.1 Upon receipt of the Deliverables, Infineon shall undertake to inspect all incoming Deliverables and check whether they correspond to the quantity and type ordered and whether they pass the tests of applicable anti-terrorism and trade regulations. If defects are detected prior to or upon the transfer of risk or during the warranty period, Supplier shall, at Infineon’s sole option and discretion, either correct such defects at his own expense, for a longer warranty period.

9. Warranty

9.1 The warranty period shall be 3 (three) years, unless the relevant laws and regulations provide for a longer warranty period. The warranty period shall commence with the transfer of risk.

9.2, for these
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. Radiotoxic 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

18.1 The Agreement shall be governed by and construed in accordance with the law in force in Germany. Without reference to its conflict of law provisions. The application of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 shall be excluded.

18.2 The exclusive place of jurisdiction for all legal disputes arising out of or in connection with the Agreement shall be Dresden (Landgericht Dresden), Germany. 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 on 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.