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

3.3 If a delay in the Deliverables or a Supplementary Performance pursuant to Section 3.2 Supplier shall not be entitled to deliver or perform the Deliverables before the agreed delivery time shall be the date of acceptance at the point of destination specified by Infineon. For the purpose of determining the timeliness of supplies which include installation or erection and for the performance of services the relevant point in time shall be the date of acceptance by Infineon.

3.4 If a delay in the Deliverables or a Supplementary Performance pursuant to Section 3.2 Supplier shall not be entitled to deliver or perform the Deliverables before the agreed delivery time unless Infineon expressly agreed to such delivery or performance in writing in advance.

3.5 If a delay in the Deliverables or a Supplementary Performance pursuant to Section 3.2 Supplier shall not be entitled to carry out or perform a maintenance service or service connected with testing before the agreed service date unless Infineon expressly agreed to such service or performance in writing in advance.

3.6 The risk of loss or damage to supplies which include installation or erection and to services shall pass onto Infineon upon time of acceptance by Infineon and to other supplies at the time of acceptance by the relevant third parties at the point of destination specified by Infineon, unless Infineon, unless另有商定.

3.7 If a delay in the Deliverables or a Supplementary Performance pursuant to Section 3.2 Supplier shall not be entitled to carry out or perform a maintenance service or service connected with testing before the agreed service date unless Infineon expressly agreed to such service or performance in writing in advance.

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

4.1 Any deliveries shall be made DAP pursuant to the purchase order according to Incoterms 2020 or to such alternative Incoterms as agreed in writing in this Agreement.

4.2 If Infineon discovers a defect during the abovementioned inspections it shall notify Supplier thereof. Such notice shall also apply if Infineon discovers a defect at a later date.

4.3 If the Supplementary Performance falls within a reasonable period of time to be set by Infineon, Supplier shall be entitled to perform the Supplementary Performance, to provide compensation or demand a reduction of price or, at Supplier's expense, perform himself or have performed repairs or replacements and claim damages instead of performance of the Agreement. There is no right of withdrawal in this context.

4.4 Supplier shall be entitled to outsource the performance of services to third persons in accordance with the following:

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

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

5. Export Control; Customs

5.1 Supplier shall inform Infineon before or upon delivery about export control classification numbers and transfer limitations, and provide necessary documentation and data together with the goods or services. This includes, e.g., without limitation, identification of applicable export control classification numbers as well as customs documentation.

5.2 Suppliers shall process or transform the material for Infineon who shall become the direct owner thereof. Subcontracting to third parties shall not be permissible 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.

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 provided for all deliveries and services covered by the purchase order.

6.2 In the event that Infineon is using an electronic invoicing system, Supplier is obliged to use this system for all deliveries and services covered by the purchase order.

7. Payment

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

7.2 The term of payment shall start with the date the Deliverables have been fully effected and a due statement and invoice has been submitted to Infineon. The due date of payment shall be the later of two parties agreeing to provide material tests, test certificates, quality related or other documents, the term of payment shall only start with receipt of all such documents by Infineon. In case of any delivery or performance being delayed agreed delay shall be granted. Any delay in the payment term shall start with the agreed delivery or performance date or from the receipt of the duly issued invoice, whichever date is later. Delivery shall also be considered to be properly completed in case of the receipt of the paid invoices.

7.3 In case the purchase order refers to the delivery of goods and services, the customs invoice of Supplier shall show the value of goods and services separately from the value of the services performed or to be performed. In the customs invoice, the services and goods shall be described in detail, including the place of performance. In case Supplier cannot show the value of goods and services separately in the customs invoice, Supplier shall supply the goods according to the Incoterm DDP.
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 received or previously completed in accordance with the purchase order and not previously paid for unless said item(s) is part of Supplier's current work-in-process inventory.

ii) Infineon shall pay and provide the 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 by Supplier:

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 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 shall be instituted or by against Supplier (and such proceeding is not dismissed within 60 (sixty) days from the filing of the petition or) 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 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 duty of 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 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 laws or 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 application of the Supplier Code of Conduct. Such updated version 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 change, 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. Radiative 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 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 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 warrants and guarantees 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. 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 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 relating 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 performance 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.

19. Withholding Tax

19.1 Withholding tax, where applicable under the prevailing tax laws of India shall be deducted from the payment due to Supplier and the balance of the payment shall be remitted to Supplier. The tax withheld shall be paid to the tax authorities by Infineon on Supplier's behalf and the relevant tax authorities shall be notified by Infineon to Supplier in due course.

19.2 Supplier must support any claim for non-deduction of withholding tax with required documentation attached to the invoice. Infineon is obliged to withhold the full amount of withholding tax where required documentation is missing or inadequate, in the opinion of Infineon.

20. Applicable Law, Venue

20.1 Unless otherwise stated in India, the following shall apply: The Agreement shall be governed by and construed in accordance with the law in force in Singapore without reference to its conflict of laws provisions. The application of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 shall be excluded. Notice to an Agreement is intended to grant to any third party any right to enforce any term of the Agreement or to confer on any third party any benefits under the Agreement; Supplier waives any notice to a third party of the Agreement. See the supply contract (Chapter 350) and any re-enactment thereto, the application of which is hereby expressly excluded.

20.2 Any dispute arising out of or in connection with the Agreement, including any question regarding its existing validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Singapore. The tribunal shall consist of one (1) arbitrator. The language of the arbitration shall be English.